



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 8, 1993

SUBJECT: Construction of covered two-slip boat dock, at Lot 9
Harborlight Cove
File # SP-93-0391DS

A request has been received from Cross/Recek Architects, on behalf of Robert and Ann Hutnance, to construct a covered two-slip boat dock, at Lot 9, Harborlight Cove.

This project is located in the Watersedge subdivision where recessed boat slips were constructed as part of the subdivision infrastructure. This boat dock is proposed to be located within an existing recessed slip which measures 32'9" wide. The total length of the shoreline is 153'; therefore, the maximum width that can be developed is $20\% \times 153' = 30'8"$.

In order to comply with the code and the precedent that has been established elsewhere in the subdivision, the boat dock width should be reduced to 30'8". The remaining area of recessed slip could be left as open water or decked over.

Parks and Recreation Department staff have reviewed the project and the site plans meet the requirements of Article VI, Division 4, Part E (Requirements for the Construction Of Boat Docks) of the Land Development Code (including all amendments), with the exception of the width exceeding the 20% rule.

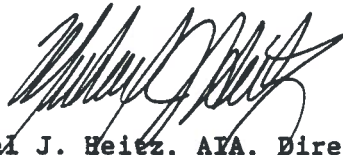
Parks and Recreation Board
Lot 9, Harborlight Cove
September 8, 1993
Page2

Recommendation

I recommend approval of the request to construct a covered two-slip boat dock at Lot 9, Harborlight Cove, in accordance with Site Plan # SP-93-0319DS, subject to the following:

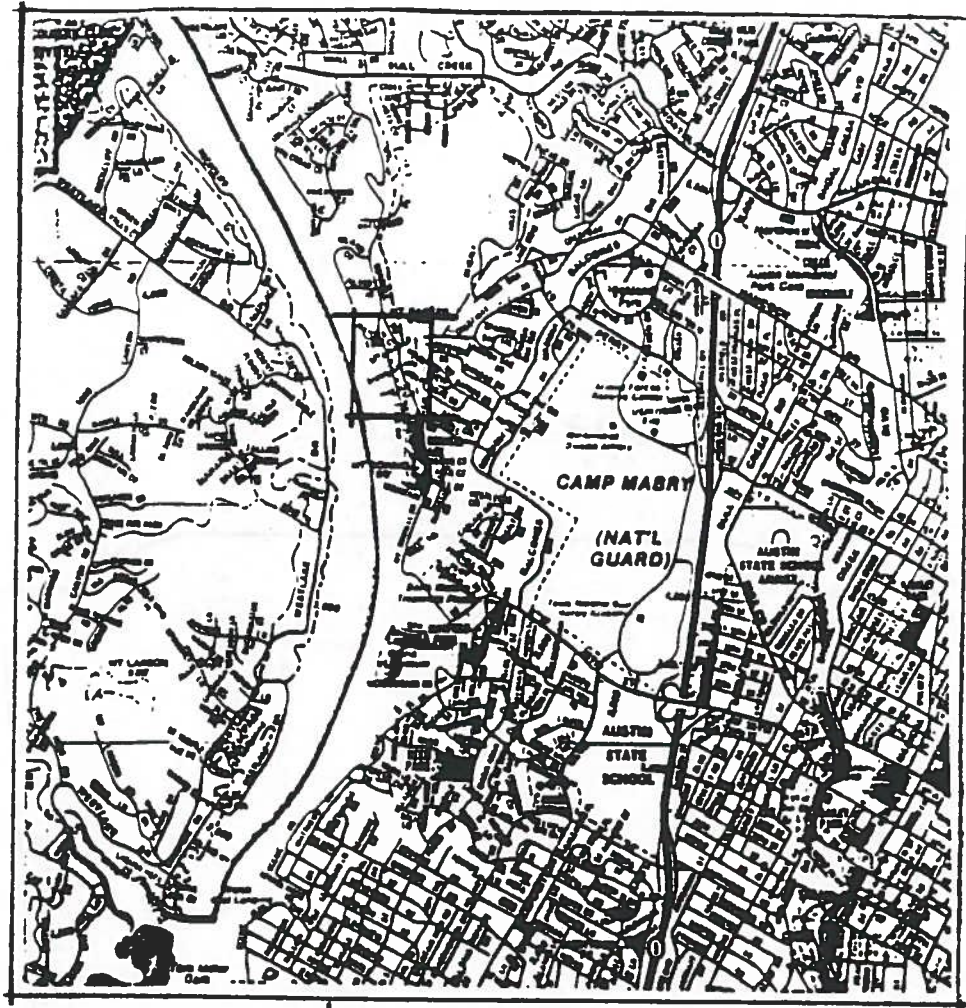
1. The maximum width of development above grade shall not exceed 30'8". The remaining area of recessed slip can be left as open water or decked over.

If I can provide you with any additional information, please contact me.



Michael J. Heitz, AIA, Director
Parks and Recreation Department

MH:pm



LOCATION MAP

WATERS EDGE
AUSTIN TEXAS

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS
W/ THE ENGINEER OR DESIGNER WHO PREPARED THEM. IN
APPROVING THESE PLANS, THE C. OF AUSTIN MUST PARTIALLY
RELY ON THE ADEQUACY OF THE INFO. SUPPLIED BY THE
ENGINEER OR DESIGNER

APPROVED

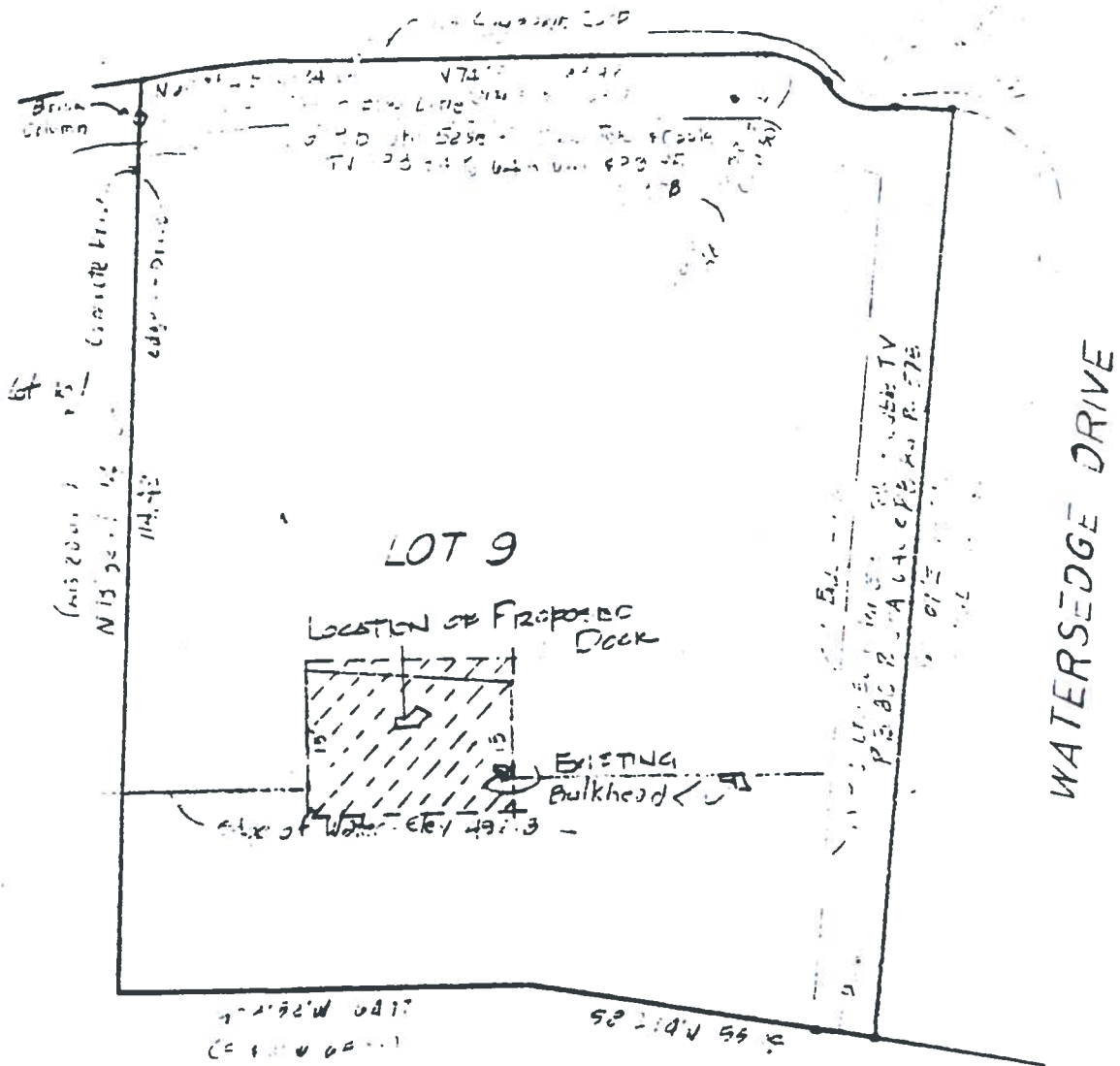
DIR. OF DEPT. OF PLAN. & DEVELOP.

DATE

SITE PLAN/ DEVELOPMENT NO.

DATE

HARBORLIGHT COVE

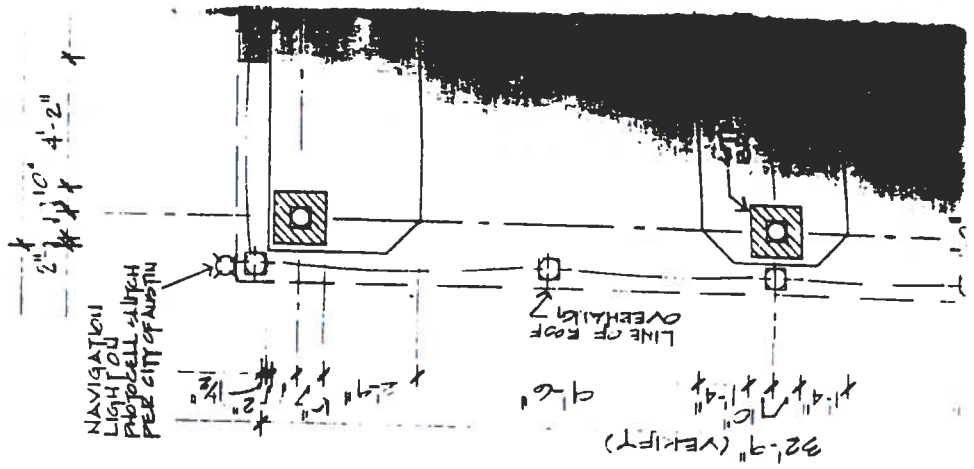


SITE PLAN 1"=30'

LEGAL DESCRIPTION

HARBORLIGHT COVE
WATERS EDGE SECTION TWO
AUSTIN TRAVIS CO. TEXAS N

2. The _____
3. The _____
4. Will _____
5. Has _____
6. Will _____
7. Are _____





MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 8, 1993

SUBJECT: Taylor's Slough Silt Removal Project
File # SP-93-0380D

A request has been received from Doucet and Associates, on behalf of a group of homeowners with property adjacent to Taylor's Slough (the Taylor's Slough Project), to remove accumulated silt from Taylor's Slough.

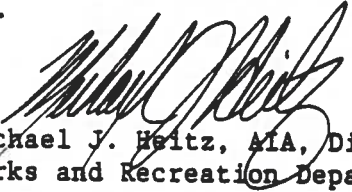
Over time Taylor's Slough has accumulated sediment in sufficient quantities to now restrict navigation in the Slough and prevent access to boat docks. This project will remove approximately 2,500 yards of sediment to create a channel approximately 30' wide and 4' deep. The excavated material will be transported to the Austin Country Club or The Island subdivision for disposal.

Parks and Recreation Department staff have reviewed the project and the site plans meet the requirements of Article VI, Division 4, Part E (Requirements for the Construction Of Boat Docks) of the Land Development Code (including all amendments).

Recommendation

I recommend approval of the request to remove silt from Taylor's Slough, in accordance with Site Plan # SP-93-0380D.

If I can provide you with any additional information, please contact me.


Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:pm

D I S T R I B U T I O N M E M O R A N D U M

12-AUG-1993

TO: COMMENT DUE DATE: 30-AUG-1993
FROM: SITE PLAN REVIEW DIVISION/PLANNING DEPT
SUBJECT: DEVELOPMENT PERMIT ONLY SP-93-0380D

PROJECT: TAYLOR SLOUGH SILT REMOVAL PROJECT

Taylor Slough on Lake Austin

CASE MANAGER: HAMILTON, SHAW 499-2751

APPLICATION DATE: 12-AUG-1993

ZIP: 78763

WATERSHED: Taylor Slough, SUB WATER SUPPLY I

OWNER: TAYLOR SLOUGH & ALFRED KING (512)485-6271
P.O. BOX 5366 AUSTIN, TX 78763

CONTACT: ALFRED KING

ENGIN: DOUCET & ASSOCIATES (512)329-8743
1301 CAPITAL OF TX. HWY. SO., B-325 AUSTIN, TX 78746

CONTACT: KEITH SCHAUER

AGENT: KING, ALFRED (512)485-6271
3709 TAYLORS DRIVE AUSTIN, TX 78763
CONTACT: ALFRED A. KING

SITE PLAN AREA: 0.000 ACRES (0 SQ FT)
UTILITY OR STORM SEWER LENGTH: 0 LINEAR FEET

EXISTING ZONING:

EXISTING USE:

TRACT	ACRES/SQ FT	PROPOSED USE
-------	-------------	--------------

RELATED CASE NUMBERS (IF ANY):

OTHER PROVISIONS:

TIA IS NOT REQUIRED

FEE RECEIPT #: 1321633

SUBD NAME:

BLOCK/LOT:

PLAT BOOK/PAGE:

PARCEL #:

VARIANCES/WAIVERS, BONUSES:

August 10, 1993

City of Austin
Parks & Recreation Board
200 South Lamar Blvd.
Austin, Texas 78704

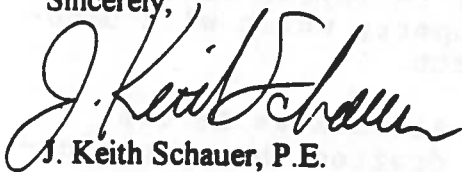
Attn: Director, Parks & Recreation Department

We respectfully request approval of the Taylor Slough silt removal project from Parks & Recreation. The purpose of the project is to reduce the quantity of silt in Lake Austin while maintaining and reclaiming boat access to existing boat docks along Taylor Slough.

Construction is to begin as soon as permits are obtained. Hopefully, this will be around September 15, 1993. The project will take approximately 30 days to complete.

We appreciate your time and consideration. If there are any questions or additional information required, please do not hesitate to call.

Sincerely,


J. Keith Schauer, P.E.

cc: Alfred King
Rusty Signor

ALFRED A. KING
P. O. BOX 5366
AUSTIN, TEXAS 78763

June 14, 1993

Leroy Bednar
Warren S. Freund, Jr.
Jeff E. Geeslin
Barry S. Gillingwater
Rosalie Goodfriend
Balie J. Griffith
James A. Howard
Thomas McGarity
Michael S. Morrow

Re: Letter Agreement for Taylor Slough Project

Dear Siltees:

We ("the Owners") have undertaken a joint venture project to remove silt to clear a channel in Taylor Slough in Lake Austin. We each own adjacent property which will benefit in varying degrees from this project.

The Owners have engaged Doucet & Associates as the engineers for the project. They have drafted the specifications for the project and will provide engineering supervision of it. Their fee will be \$16,990.00.

The Owners will sign a contract with Signor Enterprises, Inc. for them to furnish all labor, equipment materials for the project. The contract will provide a fixed project fee of \$77,500.00.

The Owners estimate the legal fees for contract work by Joe Osborn will not exceed \$1,100.00.

June 14, 1993

Page 2

The total cost of the project is \$94,550.00. The cost will be allocated among us on a basis we have determined approximates the relative benefit we each obtain from the project. The allocation is:

Balie J. Griffith	\$20,000
Thomas McGarity	10,000
Leroy Bednar	9,200
Warren S. Freund, Jr.	9,200
Jeff E. Geeslin	9,200
Barry S. Gillingwater	9,200
James A. Howard	9,200
Michael S. Morrow	9,200
Rosalie Goodfriend	5,650
Alfred A. King	3,700
	<u>\$94,550</u>

The Owners will each pay their share in full in advance. The money will be held in an account entitled "Taylors Slough Project" in Comerica Bank-Texas ("the account"). All checks will be payable to "Taylors Slough Project".

Alfred A. King and Balie J. Griffith are designated to open and administer this account and to jointly sign checks on it. Checks will be written solely for the purpose of making the payments due on the construction contract, for the engineer's contract and for legal fees.

If the project is completed and funds remain in the account, such funds will be returned to the Owners pro rata to their contributions.

If all the funds in the account are expended and the project is not complete, the Owners will then decide whether to invest more to complete the project or to terminate the project.

If the project is terminated prior to completion of the entire channel proposed to be created by silt clearance described in the engineer's specifications, the funds remaining in the account will be returned to the Owners on an allocation basis. This allocation basis will be based on a determination of the relative benefit that each Owner received from the funds expended considering the portions of the channel not completed. The engineer will calculate the formula for such determination.

If any Owner desires that Signor Enterprises, Inc. perform any desilting for the benefit of his or her particular property in addition to the desilting involved in this project, that Owner will contract separately with Signor for such work.

This project is a joint venture among us and is not intended to be a partnership. We agree that we are each liable only for our stated share of the project and we do not individually undertake to be jointly and severally liable for the entire project.

If this correctly represents our agreement, please sign and date your copy and send it with your check to me. We will use each of your signed copies as originals so we don't have to circulate one copy for everyone to sign.

Sincerely,

Alfred A King
Alfred A. King

AGREED TO:

Leroy Bednar
Leroy Bednar

24 June 93
Date

Warren S. Freund, Jr.
Warren S. Freund, Jr.

6/15/93
Date

Jeff E. Geeslin
Jeff E. Geeslin

Date

Barry E. Gillingwater
Barry E. Gillingwater

6/15/93
Date

Rosalie Goodfriend
Rosalie Goodfriend

6/15/93
Date

Balle J. Griffith
Balle J. Griffith

6-15-93
Date

Diane W. Howard
~~James A. Howard~~
Diane W. Howard //

7-27-93
Date

08/10/1923 13123 FROM ALFRED A KING
June 14, 1993
Page 4

TO 3298754

P.05

Thomas McGarity
Thomas McGarity

6/16/93
Date

Michael S. Morrow
Michael S. Morrow

Date

Alfred A. King
Alfred A. King

6/15/93
Date

DA
Doucet & Associates, Inc.
2001 Central Expressway, Suite 200
Fremont, CA 94538
Tel: (925) 709-1234

Similar Construction Notes

System	1" x 1/2"
Order	02-11-03
Quantity	25
Contract by	2/03
File name	02020-03
Issued by	03

13365
1
5

100



Submitted for Approval by:
JOHN D. DOUCET, P.E.
9/11/93

i

ig 100-400

For Director of Planning and Development	(Date)
--	--------

The Plan/Document Period Number (Date)

Introduction

No.	Revision	Issue History	Approved By:	Date

100

3. The travel to within the 100 year flood plain area as mandated by the Federal Emergency Management Agency flood insurance rate map on community point No. 00057-0315 is dated June 16, 1963 for the City of Austin, Travis County, Texas.

4. This project is within the Taylor Slough watershed, a water supply subbasin watershed.

5. Legal Description: Taylor Slough/Texas Austin City of Austin Public and Private

No.	SHEET INDEX
1	COVER SHEET
2	PLAN AND PROFILE
3	DETAILS
4	DESIGNATED STOCK
5	ALTERNATE STOCK

4. Company Information
 Company: City of Austin
 Headquarters: 10000 A. Ring
 Address: 10000 A. Ring
 State: Texas
 Zip: 78753
 Phone: (512) 465-5771

Owner's representative responsible for plan administration
 Design & Associates, Inc.
 Phoenix (612) 232-8743

Contractor
 Perini & Son responsible for
 construction/fieldwork under construction

Person for firm responsible for test/retest and
 production administration
 James Learyman
 (612) 237-0848

[illegible]

2000/2001 National Conference Report

[illegible][illegible]

TAYLOR SLOUGH
 HOMEOWNERS

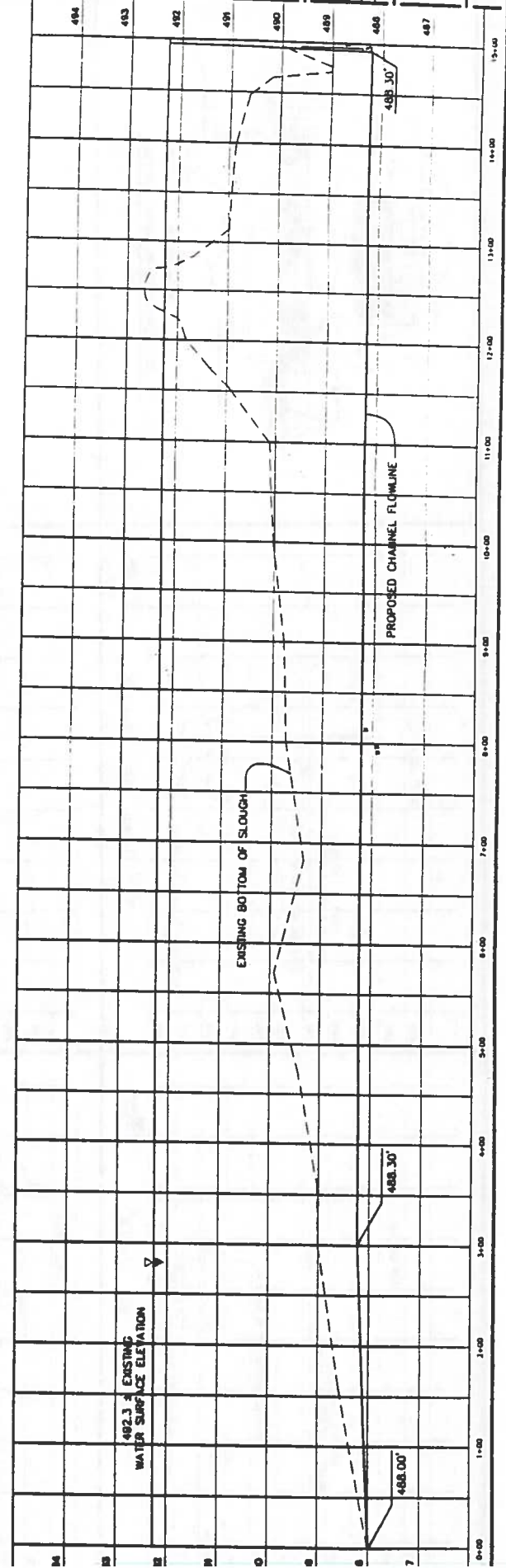
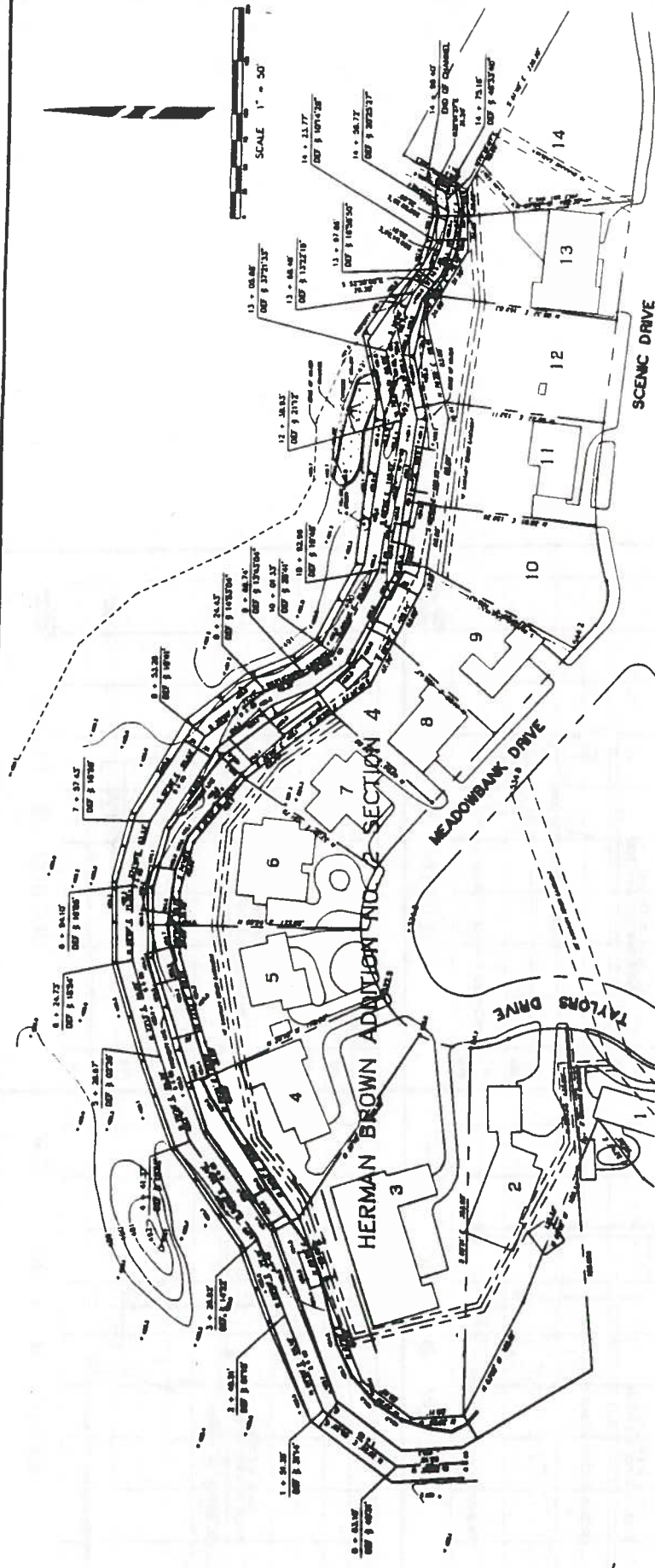
TAYLOR SLOUGH
 SILT REMOVAL

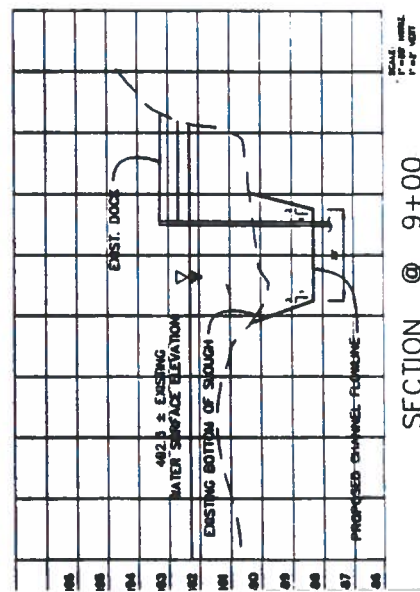


Scale: 1" = 50'
Date: 05-11-12
Drawn by: JLS
Checked by: JLS
Approved by: JLS

SHEET
 2
 OF 5

Project No.
 000-00-00





Sheet 4 of 5

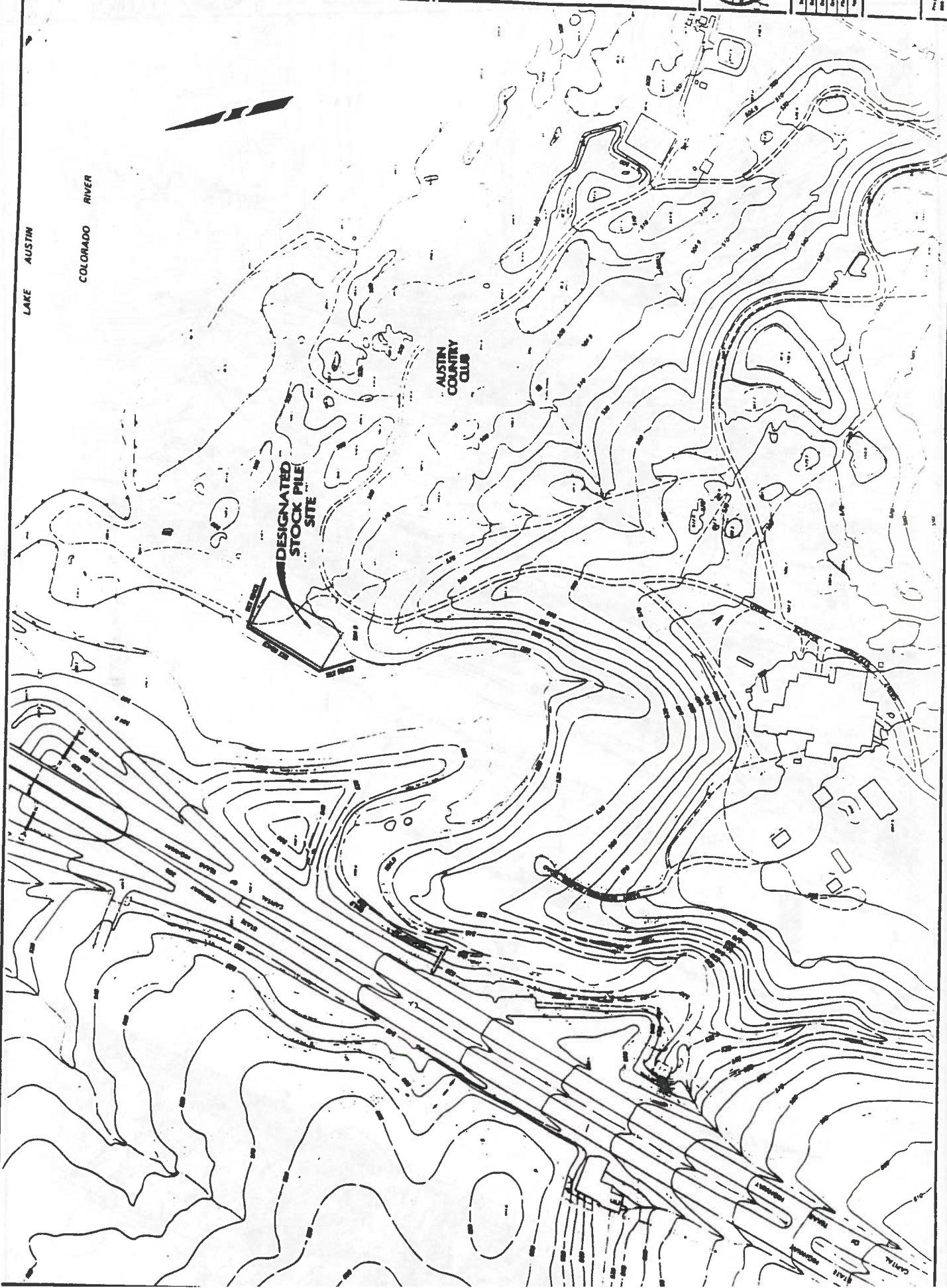
Scale	1" = 400'
North Arrow	North Arrow
Contour Interval	20'
Spot Elevation	Spot Elevation
Water	Water
Highway	Highway
Proposed Highway	Proposed Highway
Proposed Road	Proposed Road
Proposed Trail	Proposed Trail
Proposed Fence	Proposed Fence
Proposed Structure	Proposed Structure
Proposed Utility	Proposed Utility



AUSTIN COUNTY CLUB
DESIGNATED
STOCK PILE SITE

TAYLOR SLOUGH
HOMEOWNERS

DA
Doucet & Associates, Inc.
1001 Central Expressway, Suite 100
Austin, Texas 78701
Phone (512) 476-1000





MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 8, 1993

SUBJECT: Construction of two-slip boat dock at 4301 Island Avenue
File # SP-93-0373DS

A request has been received from Signor Enterprises, on behalf of H.H. Weiner, to construct a covered two-slip boat dock at 4301 Island Avenue.

This project is located in The Island subdivision, where recessed boat slips were constructed as part of the subdivision infrastructure. The proposed boat dock will be located within one of these recessed slips.

Parks and Recreation Department staff have reviewed the project and the site plans meet the requirements of Article VI, Division 4, Part E (Requirements for the Construction Of Boat Docks) of the Land Development Code (including all amendments).

Recommendation

I recommend approval of the request to construct a covered two-slip boat dock at 4301 Island Avenue, in accordance with Site Plan # SP-93-0373.

If I can provide you with any additional information, please contact me.



Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:pm

D I S T R I B U T I O N M E M O R A N D U M

9-AUG-1993

TO: COMMENT DUE DATE: 17-AUG-1993
FROM: SITE PLAN REVIEW DIVISION/PLANNING DEPT
SUBJECT: DEVELOPMENT PERMIT ONLY SP-93-0373DS

PROJECT: WEINER BOAT DOCK

4301 ISLAND AV

CASE MANAGER: OSKOUIPOUR, JAVAD 499-2639

APPLICATION DATE: 9-AUG-1993

ZIP: 78731 FULL PURPOSE
WATERSHED: Lake Austin RURAL WATER SUPPLY

OWNER: WEINER, H.H. () -
4301 ISLAND AVENUE AUSTIN, TX 78759
CONTACT: H. WEINER
AGENT: SIGNOR ENTERPRISES INC (512)327-6064
5524 WEST BEE CAVES ROAD STE K-5 AUSTIN, TX 78746
CONTACT: BRIAN RENNAKER

SITE PLAN AREA: 0.023 ACRES (990 SQ FT)
UTILITY OR STORM SEWER LENGTH: 0 LINEAR FEET

EXISTING ZONING: SF
EXISTING USE: BOATDOCK

TRACT	ACRES/SQ FT	PROPOSED USE
	0.023/ 990	BOATDOCK

RELATED CASE NUMBERS (IF ANY):

OTHER PROVISIONS:
QUALIFIES AS A SMALL PROJECT
TIA IS NOT REQUIRED
FEE RECEIPT #: 1261592

SUBD NAME: THE ISLAND OF MT BONNELL SHORES
BLOCK/LOT: BLOCK A, LOT 1
PLAT BOOK/PAGE: 80 PAGE 322-324

PARCEL #: 0129070433

VARIANCES/WAIVERS, BONUSES:

Date: July 12, 1993

To: Director Parks and Recreation Department

From: Signor Enterprises Inc.

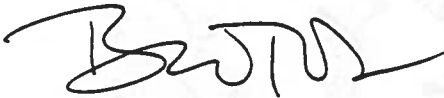
Subject: Dock permit, legal address: Lot 1, Block A, The Island at Mt. Bonnell Shores

We are requesting approval of our residential boat dock plans at 4301 Island Ave for construction in August 1993.

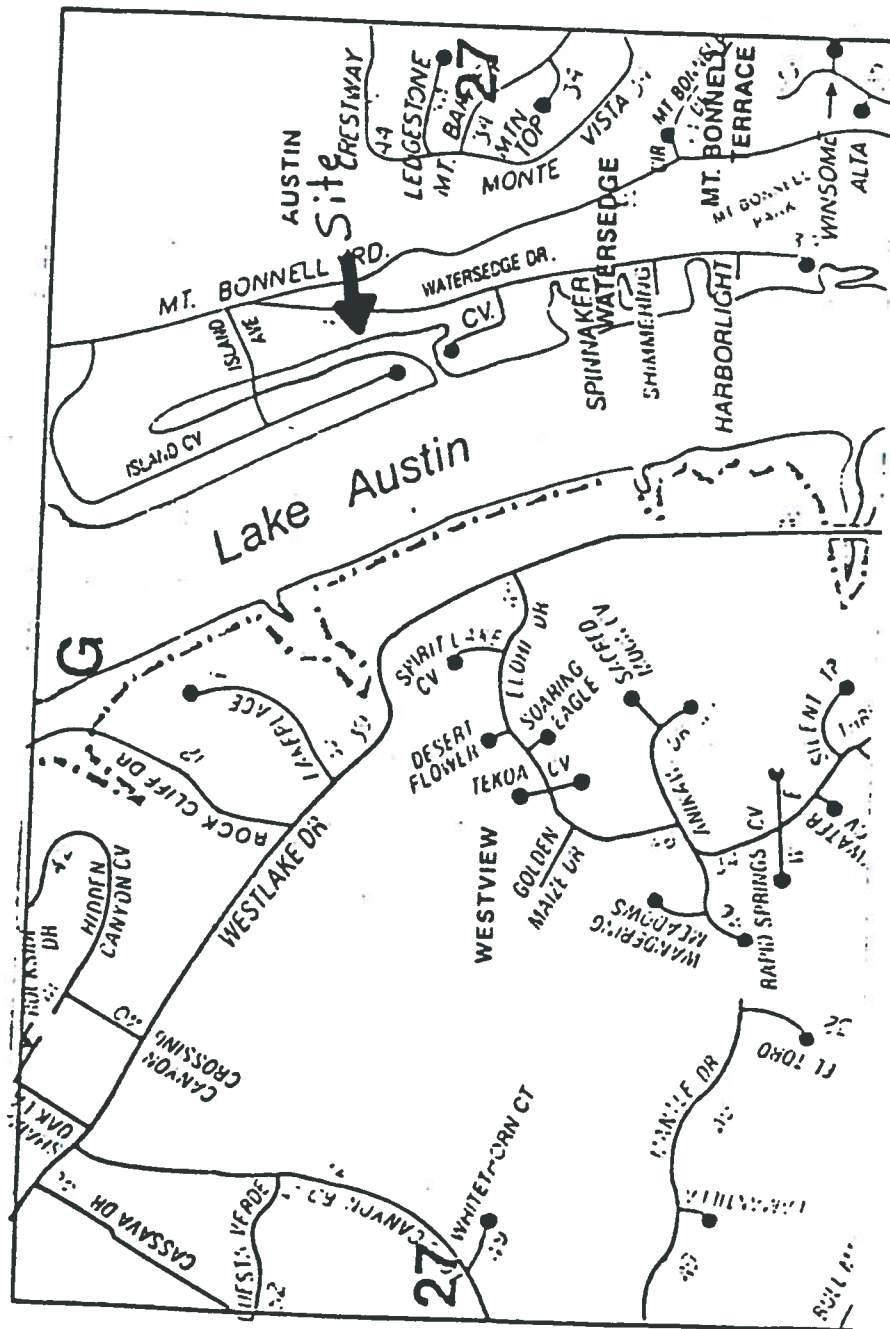
The slips are to be built from steel pilings.

This additional construction should not adversely affect any shoreline erosion, drainage, or other environmental concerns.

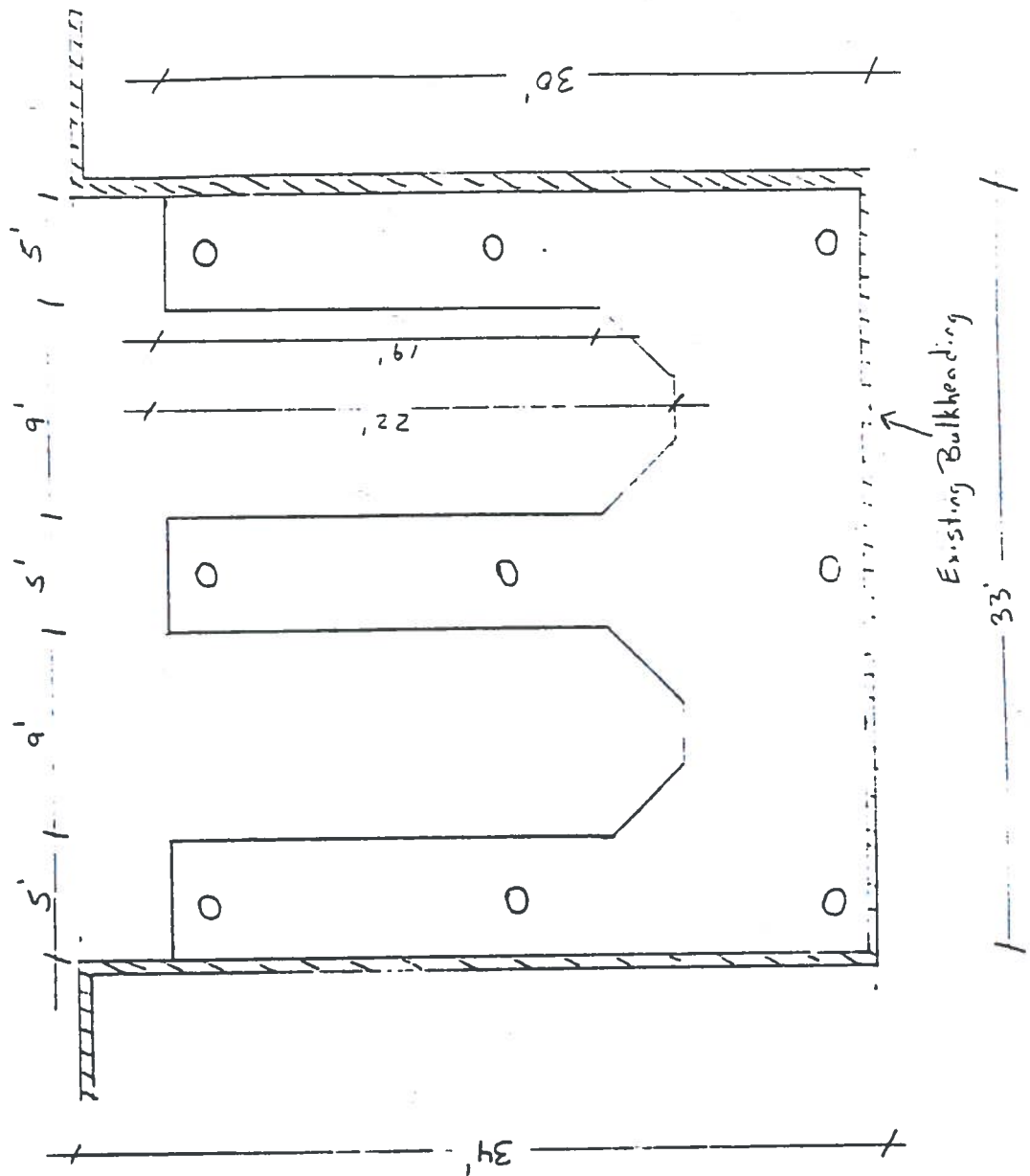
Thank you for your consideration.



Brian Rennaker



Plan View



Total lot line = 207.65'
 20% allowed for
 boat dock : 41.5'
 Outer dimensions
 of this dock : 33'
 All bulkheading is
 existing.



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 8, 1993

SUBJECT: Gracywoods Park
Jefferson at Walnut Creek Multi-Family Project
0.112 ac. (4890 sq.ft.) 15' wide permanent W/W use
agreement.

Bury and Pittman Inc., on behalf of JPI Texas Development Inc., has requested approval of a permanent "use agreement" through part of Gracywoods Park to allow the construction of a wastewater line to connect the proposed multi-family development to an existing sewer line located within the park.

An Information Packet giving a project description and details of the project's effect on the park is attached.

The alignment proposed has been selected in cooperation with the Parks and Recreation Department and is considered to cause the least disturbance to the park of any of the alternatives considered.

As you note from the information packet, JPI Development dedicated 2.605 acres of land adjacent to the park to the City as Hike and Bike Trail easements. The estimated value of this land, based on price paid to purchase the entire tract, is \$116,525.84. The value of the easement, based on the same land value, is \$5,009.94.

The project was reviewed by the Land and Facilities Committee at their meeting held on July 13, 1993.

Recommendation

I recommend approval of the request for the following:

1. 0.112 ac. (4890 sq.ft.) 15' wide permanent wastewater use agreement.

Parks and Recreation Board
Gracywoods Park
September 8, 1993

Approval of the above easement request is subject to the following conditions:

1. Construction of this project shall be in compliance with the "Construction in Parks Specifications" adopted by the Board April 25, 1990.
2. All restoration and revegetation of the disturbed areas of parkland shall be completed to the satisfaction of the Parks and Recreation Department.
3. Replacement trees, in accordance with the tree evaluation calculations, 7 - 3" diameter Live Oaks, be planted.
4. The project drawings shall indicate all approved use agreements within parkland. The Director of Parks and Recreation shall approve and "sign off" on the drawings after all use agreements have been approved, granted, and recorded for public record.

If I can provide you with any additional information, please contact me



Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:pm

[illegible]

26

**REQUEST FOR WASTEWATER LICENSE
AGREEMENT
FOR
JEFFERSON AT WALNUT CREEK**

Prepared for:

**CITY OF AUSTIN
PARKS AND RECREATION DEPARTMENT
P.O. Box 1088
Austin, Texas 78767**

AUGUST 1993



Bury+Pittman

Consulting Engineers and Surveyors

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Alternative to Use of this Parkland	1
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Long-Term Effects of Construction	3
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INTRODUCTION

Bury & Pittman, Inc. represents JPI Texas Development, Inc., which has recently completed the process of permitting a project directly adjacent to City of Austin parkland located at the southeast corner of Metric Drive and Walnut Creek. As part of the development process for this proposed project, wastewater service must be obtained. The City of Austin currently has several wastewater lines which are located in the area, one of which traverses this property. However, due to existing vegetation and grade considerations, connection to this existing line for a portion of the site is unreasonable due to the fact that cuts in excess of 25 feet may be encountered and due to trench protection regulations which would result in an open cut of approximately 40 feet in width. The possibilities of creating such a disturbance on this property and the possible destruction of existing vegetation and trees in the area focused efforts toward examination of other possible routes of service. Through examination of other possible alternatives for this service route, it has been concluded the proposed route, is the most optimal for service to this project.

PROJECT NEED AND JUSTIFICATION

There are several alternatives that can be pursued for service to this project. However, due to environmental considerations, being this project is located adjacent to or close to the main body of Walnut Creek, and the nature and consistency of the existing vegetation and tree cover within this area, requires that any responsible development examine all possible avenues of service prior to initiating such construction activities. Through examination of all the alternatives, one was chosen which will least impact not only this site but the City of Austin parkland as well. This alignment will also provide, following construction, a compatible and environmentally sensitive project for residents of this facility and for citizens using the City of Austin parkland.

ALTERNATIVE TO USE OF THIS PARKLAND

There are several alternatives which may be pursued for the provision of wastewater service to this site. The southeastern portion of this site can connect directly to existing City of Austin wastewater line being that it is located in such a position as to provide readily available service for these buildings. However, the northwestern portion of this site is divided or separated from this existing line by a large hill covered with existing live oak trees and other vegetation.

The first option analyzed for service of this property was to create a large excavated cut through this hillside to connect with the existing City of Austin wastewater line. However, construction of this line through this hillside will create a large disturbance and loss of vegetation due to the depth and width of the proposed cut. Trench safety regulations, which govern the construction of these facilities, require that either trench safety boxes or additional widening of the construction trench be performed on-site in order to prevent safety hazards befalling workers constructing this line.

Option number two is the installation of a wastewater lift station to serve approximately one-half of this site. However, lift stations are mechanical and they do fail. With this project being located so close to the banks of Walnut Creek, this is not an appropriate alternative, since the potential leakage and/or failure of such a system could force untreated runoff into Walnut Creek and onto City of Austin parkland.

The third option was to find an adequate route of wastewater service to connect to an existing wastewater manhole located just outside of the existing topographic divide to provide easily accessible wastewater service to this tract. Bury & Pittman, Inc. has performed, on the ground, topographic and tree surveys for this area in order to locate the most accessible route of construction of this wastewater connection. Through the performance of these surveys and in-house calculations, several alternate routes of service have been identified. However, the route most prudently available for this line is the one which is attached as the preferred option. The construction of this line will impact only four existing trees on the City of Austin parkland. These trees are, as labeled on the attached survey, trees 1826, 1827, 1843, and 1853, an 11-inch cedar, 5-inch elm, 4-inch mesquite, and 12-inch cedar trees, respectively. From the attached backup information, as per City of Austin guidelines, we are proposing to replace these trees with 7 Texas live oak trees with a 3-inch caliper size. The replacement value has been determined, using existing Parks Department criteria and that of the Environmental Criteria Manual.

Prior to realization of the need for this license agreement, JPI uncovered two areas with existing Parks Department features encroaching on the tract. Upon uncovering this fact, JPI met with the Parks Department and in an effort to maintain public access to the park dedicated two (2) separate Hike and Bike Trail easements to the City of Austin for a total land dedication of 2.605 acres. Based upon JPI's purchase of this tract, this land is valued at approximately \$116,525.84. The area of the proposed license agreement is 0.112 acres, approximately 4% of the area, dedicated to the City or \$5,009.94 in value based on JPI's land value. It is JPI's belief the dedication of the access easement shows "good faith" toward this area's development and should be considered in the potential approval of this license agreement.

PROJECT DESCRIPTION AND SCHEDULE

The construction of this wastewater line will be brief and environmentally sensitive. The line will be approximately 400 feet in length and will be located in a way as to minimize any impact on existing City of Austin parkland. The pipe to be installed will be an 8-inch SDR 35 PVC wastewater line which will meet or exceed all City of Austin standards for construction of wastewater facilities. In addition, two proposed manhole structures are required to allow deflection of the proposed line around trees so that little or no impact will be seen to the root zones of remaining vegetation in the area.

JPI has obtained a site development permit from the Department of Planning and Development for this project. It is anticipated, at this point, this project will begin construction in August of 1993 for completion in August, 1994. However, the wastewater portion of this project, which will effect City of Austin parkland, should occur within the first 90 days of our project. Should the timing of this construction not be ideal for reasons not known to JPI, JPI would be willing to meet with City of Austin Parks Department staff to determine the most feasible and most acceptable time to construct this line.

SHORT-TERM EFFECTS OF CONSTRUCTION

The short-term effects of construction will be minimal. The construction should not interfere with any park operation since the area involved is undeveloped and otherwise rarely used by the public. An existing 4 foot concrete walkway, which bisects this property, will remain intact and available to the general public. All construction activities will be conducted within a 15 foot wide right-of-way and/or construction easement to be associated with this project. The trenching, pipe fitting and fabrication operations will generally be conducted within this 15 foot license area. Should construction activities be required that require more area than this 15 foot width, they will be performed on JPI's property with the resulting product transported into this easement for placement. All required safety requirements will be followed so as to protect the general public from any potential dangers with the construction with respect to this work. Safety fencing and/or signs will be placed so that the general public and park visitors will not be affected by this project. Ground disturbance in this area will include construction clearing, trenching, temporary spoil storage, and heavy vehicle tire tracking and soil compaction.

LONG-TERM EFFECTS OF CONSTRUCTION

The only long-term effect on the parkland due to construction operation of this pipeline will be a restriction on building structures or similar improvements that will not be permitted directly above this easement. However, since the Parks and Recreation Department plans to continue and maintain this area as a parkland facility with no building structures to be proposed, this impact will be negligible.

RESTORATION PLAN

As with all other City of Austin and private projects, any disturbance or areas harmed by the construction of this project will be restored by City of Austin guidelines. Any trees removed or damaged by this project will be replaced as per the criteria in the Construction in Parks specifications of the City of Austin. In addition, any ground vegetation removed or damaged during this project will be replaced as per guidelines in the Environmental Criteria Manual.

All available options for this site have been reviewed with the best one presented within this text as the most viable, not only for this development but also for the City of Austin and the adjacent parkland. It will allow existing vegetation to remain, large areas of existing tree cover will remain undisturbed, and upon completion and revegetation of the proposed route of service, little or no visible signs of construction activities will remain.

APPENDIX

LIST OF EXHIBITS

	EXHIBIT
2.444 Acres -- Hike and Bike Trail Easement	1
0.161 Acres -- Hike and Bike Trail Easement	2
Tree Replacement Calculation	3
Tree Survey of Proposed Route	4
Proposed Wastewater Easement	5

EXHIBIT 1

**2.444 ACRES
HIKE AND BIKE TRAIL EASEMENT**

2.444 ACRES
HIKE AND BIKE TRAIL EASEMENT
THOMAS W. BUNDICK SURVEY NO. 83

FN NO. 93-064 (PTR)
APRIL 5, 1993
BPI JOB NO. 512-12.93

DESCRIPTION

OF A 2.444 ACRE TRACT OR PARCEL OF LAND, OUT OF AND PART OF THE THOMAS W. BUNDICK SURVEY NO. 83, SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 20.129 ACRES KNOWN AS LOT 2 VILLAGE AT WALNUT CREEK, PHASE 1-A SECTION 6, A SUBDIVISION OF RECORD IN BOOK 87, PAGE 158A-158D OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; THE SAID 2.444 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set in the northerly line of Bittern Hollow, a dedicated public roadway (100' wide), at the southeast corner of the said Lot 2, of Village at Walnut Creek, Phase 1-A Section 6; same being the southwest corner of Lot 3 of the same subdivision, from which a 1/2 inch iron rod set in the said north line of Bittern Hollow, same being the most southerly, southwest corner of the said Lot 2, bears N50°24'26"W, a distance of 193.88 feet;

THENCE, N50°24'26"W, along the said north line of Bittern Hollow, same being the south line of the said Lot 2, a distance of 72.81 feet to a point for the southwest corner of the herein described tract;

THENCE, leaving the said north line of Bittern Hollow, over, across and through the said Lot 2, the following seven (7) courses and distances:

- 1) N26°11'48"E, a distance of 258.10 feet to an angle point;
- 2) N72°20'19"E, a distance of 82.58 feet to an angle point;
- 3) N81°41'20"E, a distance of 100.91 feet to an angle point;
- 4) N15°19'21"E, a distance of 476.68 feet to an angle point;
- 5) N73°52'46"E, a distance of 262.87 feet to an angle point;
- 6) N00°03'53"E, a distance of 90.56 feet to an angle point;
- 7) N14°23'29"W, a distance of 25.08 feet to a point in the northeasterly line of the said Lot 2; same being the southwesterly line of that certain Greenbelt, Drainage, and Public Utility Easement being Lot 2, Village at Walnut Creek, Phase 1 Section 6, a subdivision of record in Book 85, Page 84A-84B of the said Plat Records; from which a 1/2 inch iron rod found in the said northeasterly line of Lot 2 Phase 1-A Section 6, bears N50°02'45"W, a distance of 218.65 feet;

THENCE, along the common line between the said Lot 2 Phase 1-A Section 6, and Lot 2 Phase 1 Section 6, the following six (6) courses and distances:

- 1) S50°02'45"E, a distance of 17.82 feet to a 1/2 inch iron rod found for an angle point;
- 2) S56°14'13"E, a distance of 153.87 feet to a 1/2 inch iron rod set for the most northeasterly corner of the tract herein described;
- 3) S43°37'27"W, a distance of 114.77 feet to a 1/2 inch iron rod set for an angle point;
- 4) S07°58'11"W, a distance of 111.02 feet to a 1/2 inch iron rod found for an exterior ell corner;

- 5) N83°32'10"W, a distance of 31.98 feet to a 1/2 inch iron rod found for an interior ell corner;
- 6) S11°55'21"E, a distance of 33.05 feet to a 1/2 inch iron rod set in the northwesterly line of that certain Greenbelt, Drainage, and Public Utility Easement being Lot 26, Block "A" Gracywoods Section 9 and 10, a subdivision of record in Book 83, Page 210A-211B of the said Plat Records; same being the easterly line of the said lot 2 Phase 1-A;

THENCE, along the common line between the said Lot 2, Phase 1-A and the said Lot 26, Block "A", the following three (3) courses and distances:

- 1) S87°30'52"W, a distance of 266.55 feet to a 1/2 inch iron rod found for an angle point;
- 2) S06°17'36"W, a distance of 302.48 feet to a 1/2 inch iron rod found for an angle point;
- 3) S70°37'22"W, a distance of 259.04 feet to a 1/2 inch iron rod found at the point of curvature of a non-tangent curve to the right; same being the northwest corner of Lot 3 of the said Village at Walnut Creek, Phase 1-A Section 6;

THENCE, along the common line between the said Lot 2 and Lot 3 the following three (3) courses and distances:

- 1) Along the said curve to the right having a radius of 441.71 feet, a central angle of 19°48'19", a chord of 151.93 feet (chord bears S19°42'14"W), an arc of 152.69 feet to a 1/2 inch iron rod found at the end of said curve;
- 2) S29°27'10"W, a distance of 84.64 feet to a 1/2 inch iron rod at the point of curvature of a curved return to the left;
- 3) along the said curved return to the left, having a radius of 25.00 feet, a central angle of 79°59'58", a chord of 32.14 feet (chord bears S10°32'49"E), an arc of 34.91 to the POINT OF BEGINNING, containing 2.44 acres of land area, more or less, within these metes and bounds.


STATE OF TEXAS
COUNTY OF TRAVIS

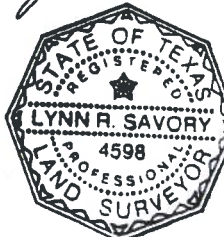
§
§ KNOW ALL BY THESE PRESENTS
§

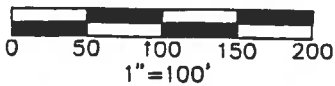
THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 7TH DAY OF APRIL, 1993 A.D.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746


LYNN R. SAVORY, R.P.L.S.
NO. 4598
STATE OF TEXAS

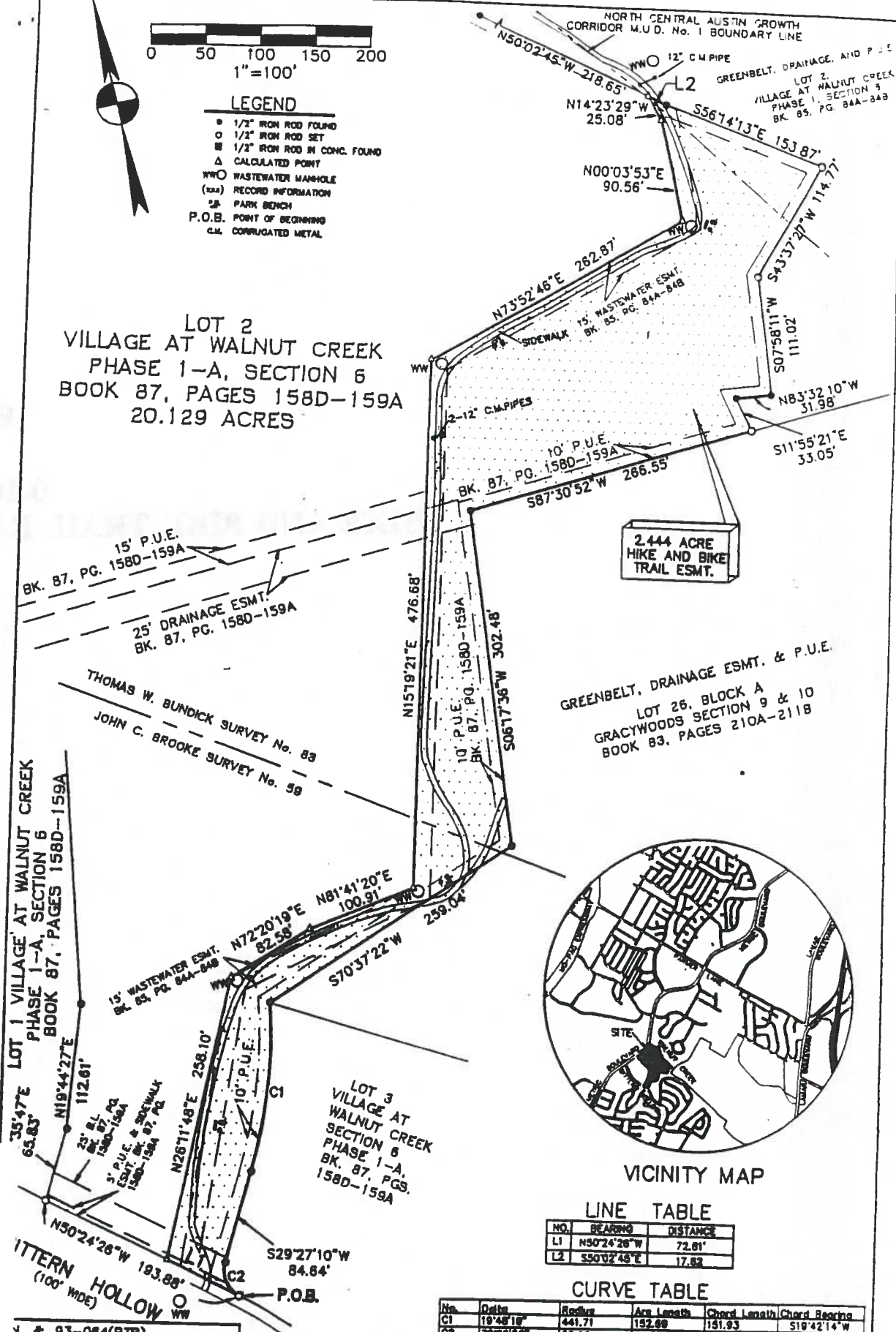




LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 1/2" IRON ROD IN CONC. FOUND
- △ CALCULATED POINT
- WW WASTEWATER MANHOLE
- (E.S.M.T.) RECORD INFORMATION
- SA PARK BENCH
- P.O.B. POINT OF BEGINNING
- C.M. CORRUGATED METAL

LOT 2
VILLAGE AT WALNUT CREEK
PHASE 1-A, SECTION 6
BOOK 87, PAGES 158D-159A
20.129 ACRES



VICINITY MAP

LINE TABLE

NO.	BEARING	DISTANCE
L1	N50°24'26"W	72.61'
L2	S50°02'48"E	17.82'

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	19°45'18"	441.71	152.69	151.93	S19°42'14"W
C2	79°59'56"	25.00	34.91	32.14	S10°32'49"E

V. # 93-084(PTR)

Bury+Pittman
Consulting Engineers and Surveyors
Austin, Texas Tel 512/280-0911 Fax 512/280-0200

**JPI
MULTI-
FAMILY, INC.**

**SKETCH TO ACCOMPANY A
DESCRIPTION OF 2.444 ACRES OUT OF THAT
20.129 ACRES, KNOWN AS LOT 2, VILLAGE AT
WALNUT CREEK PHASE 1-A, SECTION 6, OF
RECORD IN BOOK 87, PAGE 158D-159A OF
THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.**

EXHIBIT 2

**0.161 ACRES
HIKE AND BIKE TRAIL EASEMENT**

0.161 ACRES
(7,008 SQ. FT.)
HIKE AND BIKE TRAIL EASEMENT
THOMAS W. BUNDICK SURVEY NO. 83

FN NO. 93-065 (PTR)
APRIL 5, 1993
BPI JOB NO. 512-12.93

DESCRIPTION

OF A 0.161 ACRE (7,008 SQUARE FOOT) TRACT OR PARCEL OF LAND, OUT OF AND PART OF THE THOMAS W. BUNDICK SURVEY NO. 83, SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 20.129 ACRES TRACT KNOWN AS LOT 2, VILLAGE AT WALNUT CREEK, PHASE 1-A SECTION 6, A SUBDIVISION OF RECORD IN BOOK 87, PAGE 158A-158D OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; THE SAID 0.161 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in concrete in the curving easterly line of Metric Boulevard, a dedicated public roadway (100' wide); being the most northerly, northwest corner of the said lot 2, same being the southwest corner of that certain tract of land conveyed to J. Alexander of record in Volume 8373, Page 471 of the Real Property Records of Travis County, Texas, for the most northerly, northwest corner of the herein described tract;

THENCE, S64°58'22"E, along the north line of the said Lot 2, same being the south line of the said Alexander tract, a distance of 247.93 feet to a 1/2 inch iron rod in concrete found for an angle point;

THENCE, N55°25'37"E, continuing along the north line of the said Lot 2, and the south line of the said Alexander Tract, a distance of 102.21 feet to a 1/2 inch iron rod in concrete found at the most northerly, northeast corner of the said Lot 2, same being the southeast corner of the said Alexander tract; said corner being in the southeasterly line of that certain Greenbelt, Drainage, and Public Utility Easement, same being Lot 2 Village at Walnut Creek, Phase 1, Section 6, a subdivision of record in Book 85, Page 84A-84B of the said Plat Records;

THENCE, S21°07'33"E, along the easterly line of the said Lot 2, Phase 1-A; same being the westerly line of the said Greenbelt, Drainage, and Public Utility Easement, a distance of 104.75 feet to a point for the most southerly, southeast corner of the herein described tract; from which a 1/2 inch iron rod found in the easterly line of the said Lot 2, Phase 1-A, bears S 21°07'33"E, 227.43 feet;

THENCE, leaving the said easterly line of Lot 2 Phase 1-A, over, across and through the said Lot 2 Phase 1-A, the following five (5) courses and distances:

- 1) N43°26'03"W, a distance of 47.95 feet to an angle point;
- 2) N47°50'01"E, a distance of 8.79 feet to an angle point;
- 3) N35°46'00"W, a distance of 34.66 feet to an angle point;
- 4) S58°58'11"W, a distance of 90.30 feet to an angle point;
- 5) N65°09'09"W, a distance of 252.93 feet to a point in the curving east line of the said Metric Boulevard;

FN NO. 93-065 (PTR)
APRIL 5, 1993
PAGE 2

THENCE, along the curving east line of the said Metric Boulevard, along a curve to the left having a radius of 1005.00 feet, a central angle of 00°59'56", a chord of 17.52 feet (chord bears N21°56'43"E), an arc of 17.52 to the POINT OF BEGINNING, containing 0.161 acres (7,008 Sq. Ft.) of land area, more or less, within these metes and bounds.

STATE OF TEXAS
COUNTY OF TRAVIS

§
§ KNOW ALL BY THESE PRESENTS
§

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 7TH DAY OF APRIL, 1993 A.D.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746



LYNN R. SAVORY, R.L.S.
NO. 4598
STATE OF TEXAS



EXHIBIT 3 **TREE REPLACEMENT CALCULATION**

TREE RATING CRITERIA

TREES AFFECTED:	<u>NO.</u>	<u>DESCRIPTION</u>	<u>SIZE</u>
	1826	Cedar	11"
	1827	Elm	5"
	1943	Mesquite	4"
	1953	Cedar	12"

CATEGORY: III (0.50) (Cedars), (Mesquite)
 I (1.00) (Elm)

EVALUATION CRITERIA:

a) 4
 b) 2
 c) 4
 d) 3
 e) 3
 f) 3

19 (0.80)

LOCATION: 0.60

CALCULATION:

$$= (0.5)(0.80)(0.60) \times (.7854)[11^2 + 4^2 + 12^2] + (1.0)(.80)(.60) \times (.7854)[5^2]$$

$$= 64.09 \text{ in}^2$$

7 - 3" diameter trees (live oaks)

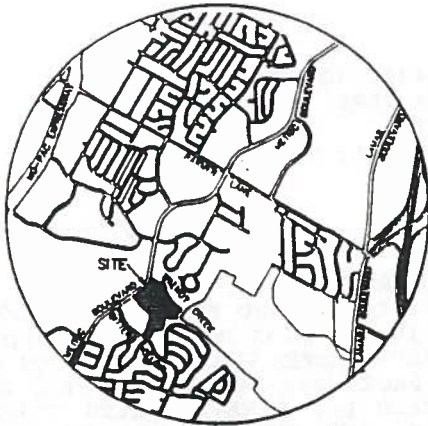
EXHIBIT 4

TREE SURVEY OF PROPOSED ROUTE

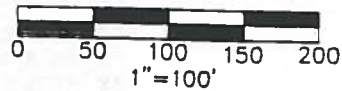
EXHIBIT 5

PROPOSED WASTEWATER EASEMENT

:

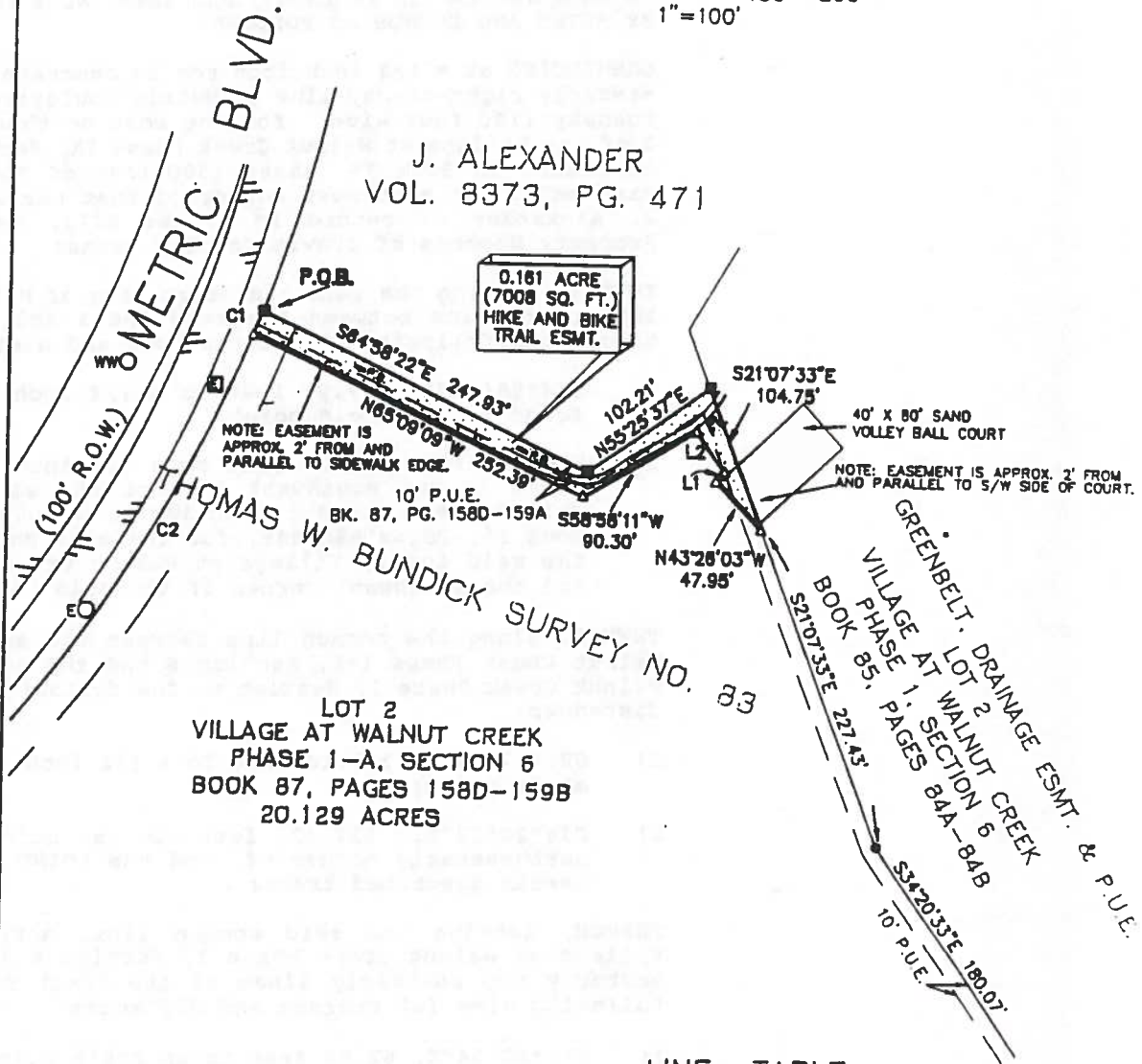


VICINITY MAP



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 1/2" IRON ROD IN CONC. FOUND
- △ CALCULATED POINT
- ⊠ ELECTRIC METER
- ⊙ ELECTRIC MANHOLE
- W⊙ WASTEWATER MANHOLE
- ⊠ PARK BENCH
- P.O.B. POINT OF BEGINNING
- C.M. CORRUGATED METAL



LINE TABLE

NO.	BEARING	DISTANCE
L1	N47°30'01"E	8.79'
L2	N35°48'00"W	34.68'

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	00°39'56"	1005.00'	17.52'	17.52'	N21°58'43"E
C2	33°35'39"	1005.00'	589.28'	580.86'	S39°14'30"W

I. # 93-065(PTR)

Bury+Pittman
Consulting Engineers and Surveyors
Austin, Texas Tel 512/288-0811 Fax 512/288-0288

**JPI
MULTI-
FAMILY, INC.**

SKETCH TO ACCOMPANY A
DESCRIPTION OF 0.161 ACRES OUT OF THAT
20.129 ACRES, KNOWN AS LOT 2, VILLAGE AT
WALNUT CREEK PHASE 1-A SECTION 6, OF
RECORD IN BOOK 87, PAGE 158D-159A OF THE
PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

TE: 3-5-93 DISK: 288-A

DRAWN BY: P.T.R.

FILE # 51212EV2.DWG

DATE: 10/1/93

0.112 ACRE (4890 SQ. FT.)
FN NO. 93-114 (LRS)
JUNE 17, 1993
BPI JOB NO. 512-12.95

OWNER: CITY OF AUSTIN
WALNUT CREEK GREENBELT
FOR 15 FOOT WIDE
WASTEWATER EASEMENT

DESCRIPTION

FIELDNOTE DESCRIPTION OF A 0.112 ACRE (4890 SQ. FT.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE THOMAS W. BUNDICK SURVEY NO. 83, SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOT 2, VILLAGE AT WALNUT CREEK PHASE 1, SECTION 6, A SUBDIVISION OF RECORD IN BOOK 85, PAGES 84a-84b OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, THE SAID LOT 2 HAVING BEEN CONVEYED TO THE PUBLIC, i.e. TRAVIS COUNTY, AND SUBSEQUENTLY TO THE CITY OF AUSTIN, FOR A DRAINAGE EASEMENT, GREENBELT, AND P.U.E.; THE SAID 0.112 ACRE TRACT TO BE A WASTEWATER EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod in concrete found in the curving easterly right-of-way line of Metric Boulevard, a dedicated public roadway (100 feet wide), for the most northwesterly corner of Lot 2 of the Village at Walnut Creek Phase 1A, Section 6, a subdivision of record in Book 85, Pages 158D-159A of the said Plat Records, same being the southwest corner of that certain tract conveyed to J. Alexander of record in Volume 8373, Page 471 of the Real Property Records of Travis County, Texas;

THENCE, leaving the said southeast line of Metric Boulevard, along the common line between the said Lot 2 and the said "Alexander" tract, the following two (2) courses and distances:

- 1) S64°58'22"E, 247.93 feet to a 1/2 inch iron rod in concrete found for an angle point;
- 2) N55°25'37"E, 102.21 feet to a 1/2 inch iron rod in concrete found in the southwest line of the said Lot 2, Village at Walnut Creek Phase 1, Section 6, a subdivision of record in Book 85, Pages 84A-84B, for the most northeasterly corner of the said Lot 2, Village at Walnut Creek Phase 1A Section 6, and the southeast corner of the said "Alexander" tract;

THENCE, along the common line between the said Lot 2, Village at Walnut Creek Phase 1-A, Section 6 and the said Lot 2, Village at Walnut Creek Phase 1, Section 6, the following two (2) courses and distances:

- 1) S21°07'33"E, 332.18 feet to a 1/2 inch iron rod found for an angle point;
- 2) S34°20'33"E, 115.23 feet to a point, being the most northwesterly corner of, and the POINT OF BEGINNING, of the herein described tract;

THENCE, leaving the said common line, across the said Lot 2, Village at Walnut Creek Phase 1, Section 6, along the northerly, easterly and southerly lines of the tract described herein, the following nine (9) courses and distances:

- 1) N72°30'54"E, 62.86 feet to an angle point;
- 2) S69°24'39"E, 96.68 feet to an angle point;
- 3) S53°20'53"E, 75.85 feet to an angle point;
- 4) S07°08'50"E, 106.54 feet to a point being the most easterly corner of the tract described herein;
- 5) S82°51'10"W, 15.00 feet to a point, being the most southerly, southeast corner of the tract described herein;
- 6) N07°08'50"W, 100.14 feet to an angle point;

- 7) N53°20'53"W, 67.33 feet to an angle point;
- 8) N69°24'39"W, 89.39 feet to an angle point;
- 9) S72°30'54"W, 53.14 feet to a point in the said common line between the said Lot 2, Village at Walnut Creek Phase 1, Section 6, and the said Lot 2, Village at Walnut Creek Phase 1-A, Section 6;

THENCE, N34°20'33"W, along the said common line, a distance of 15.67 feet to the POINT OF BEGINNING, containing 0.112 acre (4890 SQ. FT.) of land area, more or less, within these metes and bounds.

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

KNOW ALL BY THESE PRESENTS

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

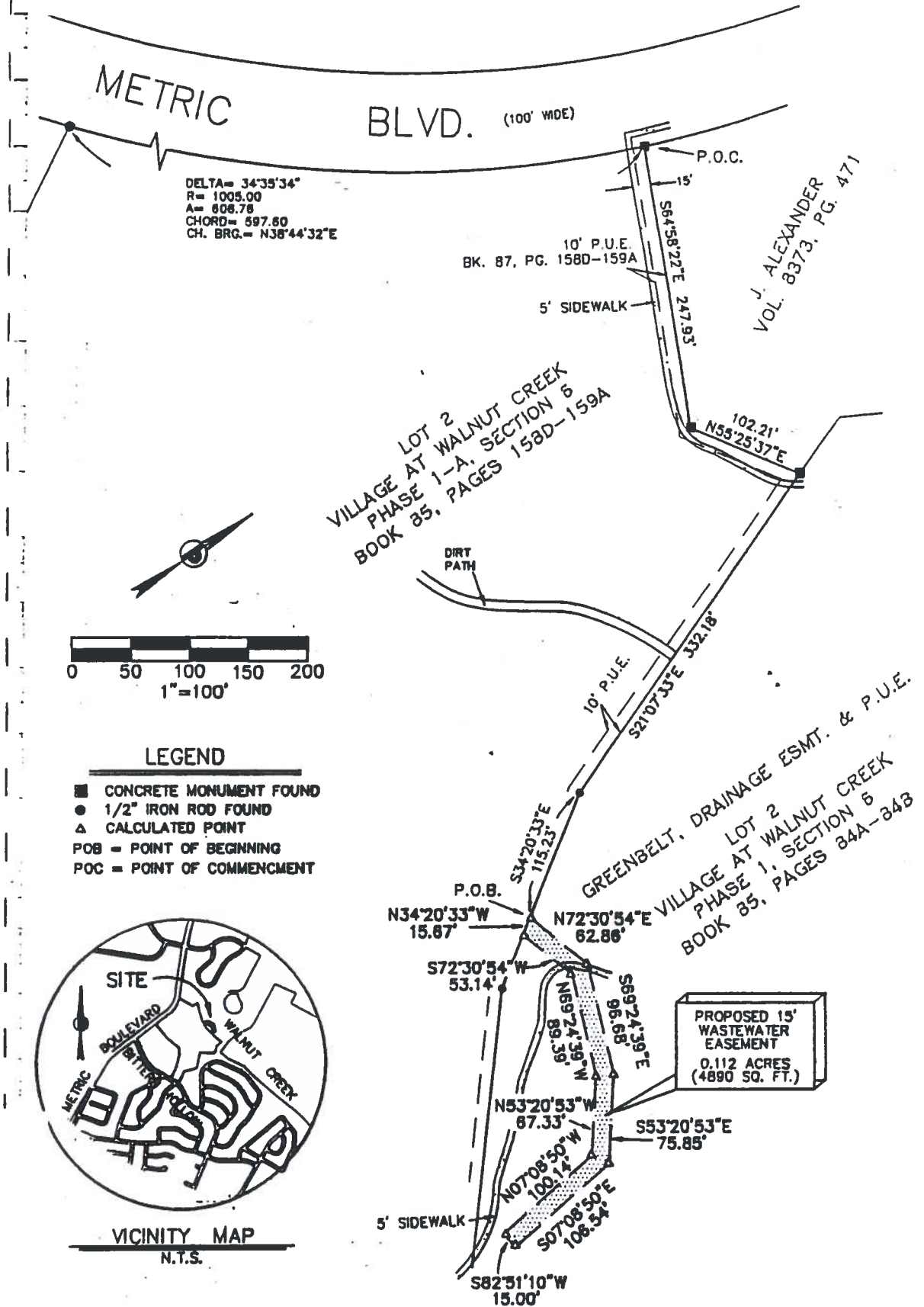
WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 17TH DAY OF JUNE, 1993 A.D.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746


LYNN R. SAVORY, R.P.L.S.
NO. 4598
STATE OF TEXAS



SKETCH TO ACCOMPANY DESCRIPTION
OF 0.112 ACRES (4890 SQ.FT.) FOR
PROPOSED WASTEWATER EASEMENT



Bury+Pittman
Consulting Engineers and Surveyors
Austin, Texas Tel 512/552-0011 Fax 512/552-0000

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.112 ACRES (4890 SQ.FT.) FOR PROPOSED
WASTEWATER EASEMENT OUT OF LOT 2 VILLAGE
AT WALNUT CREEK PHASE 1, SECTION 6 OF
RECORD IN BK. 87 PG. 158D-159A OF THE PLAT
RECORDS OF TRAVIS COUNTY, TEXAS.

JPI
MULTI-FAMILY, INC.



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 8, 1993

SUBJECT: Mary Moore Searight Metropolitan Park
Slaughter Lane Wastewater Interceptor
1.124 ac. (48,950 sq.ft.) 15' wide permanent W/W use
agreement.
Parallel 20' wide temporary construction use agreement

The Department of Public Works and Transportation has requested approval of temporary and permanent "use agreements" through part of Mary Moore Searight Metropolitan Park to allow the construction of the Slaughter Lane Area III Wastewater Interceptor.

An Information Packet giving a project description and details of the project's effect on the park is attached.

The alignment proposed has been selected in cooperation with the Parks and Recreation Department and is considered to cause the least disturbance to the park of any of the alternatives considered.

The project was reviewed by the Land and Facilities Committee at their meeting held on July 13, 1993 and the concerns raised have been addressed.

Recommendation

I recommend approval of the request for the following:

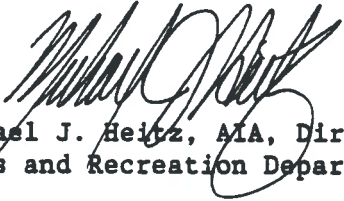
1. 1.124 ac. (48,950 sq.ft.) 15' wide permanent wastewater use agreement.
2. 1.81 ac. approx. 20' wide parallel temporary construction use agreement.

Parks and Recreation Board
Mary Moore Searight Park
September 8, 1993

Approval of the above easement request is subject to the following conditions:

1. Construction of this project shall be in compliance with the "Construction in Parks Specifications" adopted by the Board April 25, 1990.
2. All restoration and revegetation of the disturbed areas of parkland shall be completed to the satisfaction of the Parks and Recreation Department.
3. The project drawings shall indicate all approved use agreements within parkland. The Director of Parks and Recreation shall approve and "sign off" on the drawings after all use agreements have been approved, granted, and recorded for public record.

If I can provide you with any additional information please contact me.



Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:pm



MEMORANDUM

TO: Mike Heitz, Director
Parks and Recreation Department

FROM: Wm. R. Stockton, P.E., Director
Department of Public Works and Transportation

DATE: August 20, 1993

SUBJECT: Revised Request for Easements Across Parkland
Slaughter Lane Area III Wastewater Interceptor
Sub-system "M"
CIP #443-237-0789

The Department of Public Works and Transportation, on behalf of the Water and Wastewater Utility, hereby requests permanent and temporary workspace easements for the construction and maintenance of the Slaughter Lane Area III Wastewater Interceptor Sub-system "M" project, CIP #443-237-0789. Attached please find the following documents to support this request:

- A. Information Packet
- B. Figure 1--Location Map
- C. Exhibit 1--Project Plan with Proposed Permanent and Temporary Easement
- D. Exhibit 2--Field Notes for Permanent Esmts.

From the above mentioned documents, you will note that the proposed permanent sanitary sewer easements contain approximately 1.1 acres of parkland. In addition, temporary workspace sanitary sewer easements will be required on one or both sides of the permanent easements as indicated on Exhibit 1. The temporary easements will contain approximately 1.81 acres of additional parkland.

Public Works staff, in cooperation with Parks and Recreation Department staff, have agreed that the proposed alignment for the above referenced project is the most reasonable and prudent route for the wastewater interceptor. All site restoration will be completed in accordance with the City of Austin's "Standard Specifications" and "Construction Standards" and with PARD's "Construction in Parks Standards".

We met with the Park's Land and Facilities Committee on July 13, 1993. At that time, the committee requested the following three conditions to the easement request: 1) access to the park will be maintained; 2) full width of the access road will be provided for weekend traffic, and 3) construction will be limited to the hours of 7 a.m. to 6 p.m. Monday through Friday. On July 29, 1993, Peter Marsh asked if the contractor would patch/fill the potholes and put a seal coat on the road. We have revised the information packet hereby submitted to address these concerns. At this time, we respectfully request being placed on the next available Park's Board meeting scheduled for September 14, 1993.

Mike Heitz
July 1, 1993
Page 2


Thank you for your assistance in this matter. If you have any questions or require any additional information to support this request, please contact Linda Hartin, P.E. of my staff at 499-7216.



Wm. R. Stockton, P.E., Director
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

WRS:LH
attachments

cc:


Junie Plummer
Raul Calderon
Jerry Martin
Lino Rivera
Charles Samson, III
Linda Hartin

Information Packet

**SLAUGHTER LANE AREA III
WASTEWATER INTERCEPTOR
SUB-SYSTEM "M"**

City of Austin

Department of Public Works and Transportation

on behalf of the

Water and Wastewater Utility

July 1993

Revised August 1993

INTRODUCTION

The Department of Public Works and Transportation, on behalf of the Water and Wastewater Utility, is proposing to construct Sub-system M of the Slaughter Lane Area III Wastewater Interceptor. Sub-system M will provide wastewater service to areas annexed by the City approximately nine years ago and will allow for the abandonment of two existing sewage lift stations. In conjunction with this project, Public Works is requesting authorization to build portions of the wastewater interceptor within Mary Moore Searight Park. This park is located on the south side of Slaughter Lane and just west of South First St. as shown on the attached maps.

That portion of Sub-system M within parklands consists of a 20" main interceptor and a 12" branch interceptor. The main interceptor will connect to the existing Slaughter Creek North Branch Interceptor located on the south bank of Nichols Branch (a tributary of Slaughter Creek). The branch interceptor will extend from the main interceptor to Slaughter Lane. Each of these interceptors relieves an existing lift station (located outside park property) in addition to providing wastewater service to areas previously annexed by the City of Austin. Both existing lift stations will be abandoned and the equipment removed.

PROJECT NEED AND JUSTIFICATION

Sub-system M will provide service to the annexed areas adjacent to Chisholm Lane, Chisholm Lane South and the south side of Slaughter Lane between Mary Moore Searight Park and South First Street. The outfall for the sub-system will be the Slaughter Creek North Branch Interceptor. The wastewater mains within Sub-system M have been sized to include the flow from the Texas Oaks I and II Lift Station (#62) and the Buckingham Estates Lift Station (#51).

The engineering firm of Bury + Pittman was selected to evaluate the capacity of the existing wastewater system in the area at existing and projected future flow conditions, and to perform the engineering design for the proposed improvements. The results of the study indicated the need to relieve both lift stations mentioned above in addition to providing collective wastewater service to areas annexed nine years ago (some of which are currently on septic systems).

The proposed interceptor route within Mary Moore Searight Park generally follows an already disturbed corridor and according to PARD staff in a memorandum dated September 19, 1991, will not compromise future development of the remaining areas of the park. The proposed route does not interfere with the access road's culvert structure nor will vehicular traffic to the park be impeded. The integrity of the natural tree "peninsulas" located at key locations along the access road will be maintained.

ALTERNATIVES TO THE USE OF PARKLAND

The Bury+Pittman report evaluated alternatives for the proposed interceptor. One alternative which would not involve the use of parkland would require the two existing lift stations be left in service. The Texas Oaks Lift Station (#62) is not sized adequately for existing or future flow rates or depths. To provide service to previously annexed areas along Chisholm Trail South and Chisholm Lane would require rebuilding the entire lift station. In addition to new pumps and increasing the size of the wet well, the entire lift station would be required to be lowered to accommodate the flow from all of the residences along Chisholm Trail South. The topographic elevations of the residences at the southern portion of Chisholm Lane South would not allow gravity flow into the present wet well.

Another alternative route for Sub-system M does involve the use of parkland. In 1991, a wastewater easement was requested from the Parks and Recreation Department (PARD) which generally followed the flowline of Nichols Branch. This alternative bisected the center of the park. At that time PARD staff recommended an alternative route which is hereby being requested.

PROJECT DESCRIPTION AND SCHEDULE

The Slaughter Lane Area III Sub-system M wastewater interceptor improvements project is divided into two phases, Phase I and Phase II. Phase I is that portion of the project which will extend through Mary Moore Searight Park. The proposed wastewater interceptor route within the park generally follows the park's west boundary and the access road to the park facilities.

Out of the approximate 7,000 feet of creeks and draws located within the park's boundaries, the proposed alignment would only involve two creek/draw crossings. At the Nichols Branch Creek crossing, the proposed interceptor will be bored/tunneled to mitigate any long or short term effects. The proposed interceptor will also cross a minor draw near the access road's culvert structure. This draw has no defined banks and a shallow inundation area.

The remaining wastewater interceptor route within parklands will follow previously disturbed corridors with minimal disturbance. By staying within the vicinity of park development that has already been planned, the interceptor construction will not compromise the future development of the remaining areas of the park.

The proposed permanent easement is 15 feet in width and the temporary working space easement is 20 feet in width. The proposed interceptor will be located in the center of the 15 foot permanent easement. The temporary working space easement will vary in location relative to the permanent easement as shown on the accompanying exhibits. Two temporary construction staging/storage areas will be located in "cleared" areas of the park as identified on the exhibits. These temporary construction easements will be used primarily for material storage and for equipment and vehicle access. In addition, a temporary working easement extending the length of the park roadway will be necessary to allow the contractor to provide roadway repairs of the access road.

The proposed schedule for construction of the wastewater interceptor within the park area is estimated to extend from February through July of 1994 with the majority of construction occurring within a three month time frame. The project route and scheduling has been developed to minimize the impact on recreational activities in these areas.

LONG AND SHORT TERM EFFECTS OF CONSTRUCTION

Long and short term riparian habitat disturbances will be minimized. Only two creek/draw crossings are required for construction of the wastewater interceptor. The crossing of Nichols Branch Creek will be constructed as a bore/tunnel crossing. The crossing of the tributary near the existing culvert crossing on the access road will be an open cut. However, the tributary has no defined banks and a shallow inundation area which will minimize long and short term erosion potential. A rock berm will be placed on the upstream side of the culvert to minimize any silt accumulations in the culvert.

The park's existing silt fences and rock berms will be utilized where possible to minimize vegetative disturbance and allow park personnel to adequately maintain the existing vegetation. Since the alignment will follow a previously disturbed corridor, the overall long and short term effects of construction will be minimal. Ground disturbance in the area of the open cut activities will include preconstruction clearing, trenching, temporary spoil and material storage, vehicle tracking and soil compaction. There will be little or no ground disturbance in the area of the bore/tunnel.

The long and short term effects of construction to vehicular access to the park will be minimized. The proposed alignment of the wastewater interceptor crosses the park's access road instead of paralleling the access road such that restricted vehicular access will be minimal. For construction access purposes, the utility contractor will restrict his access to the first 1500 feet of the park entrance roadway and to utility crossing locations. The remainder of the park roadway will remain clear of utility construction since the proposed wastewater interceptor follows an existing gravel driveway or is located in open and cleared

areas of the park. This route was specifically chosen to minimize the effects of construction on the park and its users. The wastewater main will be constructed outside park property near the park entrance since the park property in that area is only 60 feet in width and contains the park entrance roadway and several tree "peninsula" areas.

Extending 1500 feet from the park road entrance at Slaughter Lane, the existing access road will be upgraded with a 1-1/2" hot mix asphaltic concrete overlay for the full 27 foot width. The four foot shoulders on each side of the roadway section will remain as typical gravel shoulders. During the re-construction of this portion of the access road, the paving and utility contractor will fill the pot holes (8" or larger in diameter with a depth greater than 1") in the park access road with Type "D" cold mix. An emulsion (EA11M) will then be applied to the roadway surface. At the crossing locations, the existing base material will be compacted and an emulsion placed on the base material. The time frame for crossing the access road is minimal and, if necessary, steel plates adequate for traffic loading will be utilized. Access to the remainder of the park will be maintained. Full width of the access road usage will be provided for weekend traffic. Re-construction of the first 1500 feet will require restricted access during the workday paving operations. Construction within the park will be limited to the hours of 7a.m. to 6p.m., Monday through Friday.

None of the existing recreational park facilities will be effected by the proposed construction of this interceptor. This alignment minimizes the short and long term effects of construction on the park and its users.

RESTORATION PLAN

All disturbed roadway areas, parking areas, etc. will be restored to a condition equal to or better than that existing prior to construction. All such construction will be completed in accordance with the City of Austin's "Standard Specifications" and "Construction Standards".

All disturbed grass areas will likewise be restored and revegetated to a condition equal to or better than that existing prior to construction. Permanent erosion control measures will include native grass seeding Mixture #2 and wildflower Mix #3 planting rates as specified in the "Construction in Parks Specifications". The native grass will provide identical ground covers as the remainder of the park vegetation to minimize disturbance of the wildlife habitat. In addition, the natural vegetation will provide low maintenance landscaping while also helping to minimize precipitation runoff. All site restoration in parklands will be completed in accordance with PARD's "Construction in Parks Specifications" as adopted by the Parks and Recreation Board, April 25, 1990.

It is anticipated that no trees 4" and larger will be removed due to construction of the proposed interceptor. Tree protection fencing and tree preservation as outlined in the City's ordinances, standards and specifications will be utilized. Any trees damaged or removed as a result of this construction will be replaced per the "Construction in Parks Specifications" or payment per the same specifications will be made.

CONCLUSION

The proposed route as outlined above minimizes disturbance to riparian and wildlife habitat in addition to minimizing tree and vegetative disturbance. All site restoration in parklands will be completed in accordance with PARD's "Construction in Parks Specifications". None of the existing recreational park facilities will be effected by the proposed construction of the interceptor. This alignment is the most feasible and prudent alternative to the use of this parkland. The proposed project includes all reasonable planning to minimize harm to the area resulting from the project.

EXHIBIT "A"

FN NO. 93-118 (PTR)
C.I.P. NO. 463-237-0789
CITY OF AUSTIN TO THE CITY
OF AUSTIN PROPOSED 15 FOOT WIDE
WASTEWATER ESMT., A PORTION OF
95.743 AC. TRACT V. 11427 P.1721

DESCRIPTION OF A 15-FOOT WIDE STRIP OF LAND BEING A 1.124 ACRE (48,950 SF) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE S.F. SLAUGHTER SURVEY NO. 1, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 95.743 ACRE TRACT BEING A PORTION OF MARY MOORE SEARIGHT METROPOLITAN PARK CONVEYED TO THE CITY OF AUSTIN OF RECORD IN VOLUME 11427, PAGE 1721 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; THE SAID 1.124 ACRE (48,950 SF), 15-FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pipe found at the northeast ell corner of said 95.743 acre tract, same being the southwest corner of that 15.00 acre tract conveyed to V.R. Wattinger of record in Volume 7172, Page 1450 of said Real Property Records; from which, the northernmost northeast corner of said Searight Park, same being the northwest corner of said Wattinger Tract, being in the south line of Slaughter Lane, a dedicated right-of-way (R.O.W. varies), bears N15°47'29"E a distance of ±1116.8'.

THENCE, N89°34'03"E, along the southernmost north line of said Searight Park, same being the south line of said Wattinger Tract, 9.42 feet to a point for the northeast corner of the herein described tract;

THENCE, leaving the north line of said Searight Park, over, across, and through said Searight Park the following fourteen (14) courses and distances:

- 1) S32°57'28"W, a distance of 197.62 feet to an angle point;
- 2) S16°24'04"W, a distance of 755.65 feet to an angle point;
- 3) S09°36'41"W, a distance of 336.88 feet to an angle point;
- 4) S11°07'17"E, a distance of 501.50 feet to an angle point;
- 5) S26°55'42"E, a distance of 394.16 feet to an angle point;
- 6) S11°04'23"W, a distance of 835.64 feet to an angle point;
- 7) S16°14'18"W, a distance of 190.46 feet to an angle point;
- 8) N73°45'42"W, a distance of 15.00 feet to an angle point;
- 9) N16°14'18"E, a distance of 189.79 feet to an angle point;
- 10) N11°04'23"E, a distance of 829.80 feet to an angle point;
- 11) N26°55'42"W, a distance of 391.08 feet to an angle point;
- 12) N11°07'17"W, a distance of 506.32 feet to an angle point;

- 13) N09°36'41"E, a distance of 105.46 feet to an angle point;
- 14) N31°06'23"W, a distance of 49.66 feet to a point in the west line of said Searight Park, same being in the east line of that 90.22 acre tract conveyed to David Chappell Moore, by Deed of Record in Volume 1870, Page 28 of said Real Property Records, and being the southernmost corner of that 15' Wastewater Easement of Record in Volume 11560, Page 202 of said Real Property Records;

THENCE, N15°49'49"E, along the west line of said Searight Park, same being the southeasterly line of said existing 15' Wastewater Easement, 20.53 feet to an angle point, same being the easternmost southeast corner of said existing 15' Wastewater Easement;

THENCE, continuing over, across, and through said 205.81 acre tract (Searight Park) the following four (4) courses and distances:

- 1) S31°06'23"E, a distance of 46.25 feet to an angle point;
- 2) N09°36'41"E, a distance of 212.07 feet to an angle point;
- 3) N16°24'04", a distance of 758.72 feet to an angle point;
- 4) N32°57'28"E, a distance of 217.71 feet to a point in the northernmost east line of said Searight Park, same being the west line of said Wattinger Tract, for the northernmost point of the herein described tract;

THENCE, S15°47'29"W, along said northernmost east line of said Searight Park, 24.17 feet to the POINT OF BEGINNING, containing 1.124 acres (48,950 SF) of land area, more or less, within these metes and bounds.

STATE OF TEXAS

COUNTY OF TRAVIS


§
§
§

KNOW ALL BY THESE PRESENTS

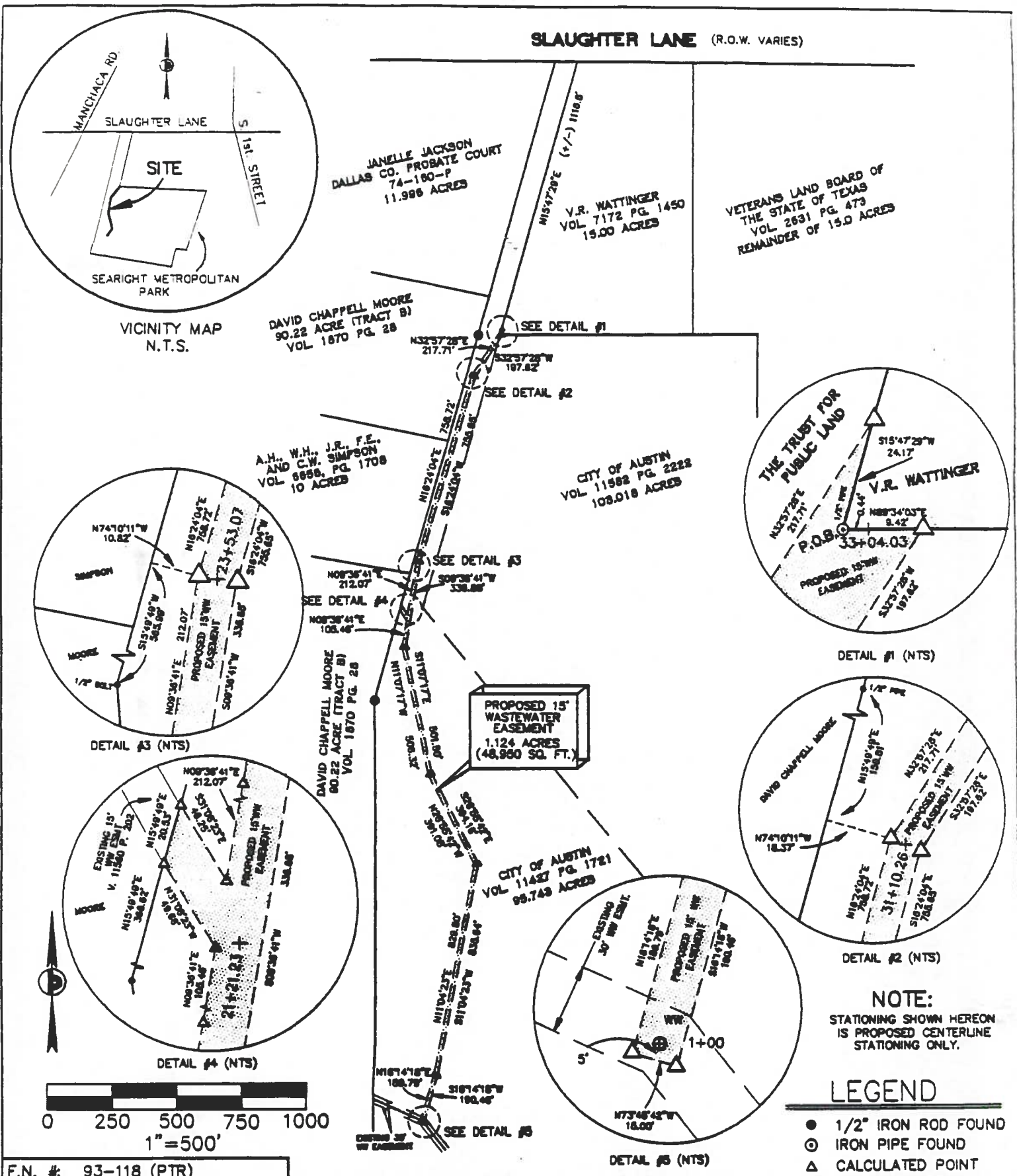
THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 30TH DAY OF JUNE, 1993 A.D.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746


LYNN R. SAVORY, R. S. LYNN R. SAVORY
NO. 4598
STATE OF TEXAS





F.N. #: 93-118 (PTR)

Bury+Pittman
Consulting Engineers and Surveyors
Austin, Texas Tel 512/328-0011 Fax 512/328-0326

SKETCH TO ACCOMPANY A DESCRIPTION OF
A 1.124 ACRE (48,980 SQ. FT.) TRACT OF LAND OUT OF AND PART OF
THE S.F. SLAUGHTER SURVEY NO. 1, SAME BEING OUT OF THAT CERTAIN
95.743 ACRE TRACT CONVEYED TO THE CITY OF AUSTIN
NOW KNOWN AS MARY MOORE SEARIGHT METROPOLITAN PARK
OF RECORD IN VOL. 11427 PG. 1721 OF THE REAL PROPERTY RECORDS
OF TRAVIS COUNTY, TEXAS.

CITY OF AUSTIN 59

DATE: 6-30-93 DISK: 315

DRAWN BY: P.T.R.

FILE #: 08218EX1.DWG

PROJECT No.: 082-18.00



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 8, 1993

SUBJECT: Construction of single-slip boat dock, at 5209 Scout Island Circle
File # SP-93-0326DS(U1)

A request has been received from Robert May to construct a single-slip boat dock with deck over at 5209 Scout Island Cove.

A variance from the provisions of Section 13-2-795(1), that restricts the length of structures to 30', is requested. The letter from the applicant dated July 7, 1993 requests that the length of the dock be 42' long; however, the revised site plan indicates a length of 50'. The reasons for the request are included in Mr. May's letter of July 7.

The width of Bull Creek at this location is sufficient for a 50' long boat dock to not cause a hazard to navigation.

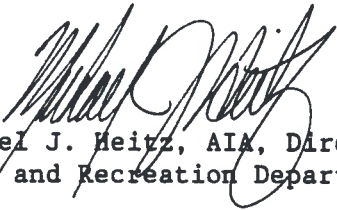
Parks and Recreation Department staff have reviewed the project and the site plans meet the requirements of Article VI, Division 4, Part E (Requirements for the Construction Of Boat Docks) of the Land Development Code (including all amendments) with the exception of the request for the additional length.

Recommendation

I recommend approval of the request to construct a single-slip boat dock at 5209 Scout Island Circle, and approval of the variance from the provisions of Section 13-2-795(2) in accordance with Site Plan # SP-93-0326DS.

Parks and Recreation Board
Boat dock at 5209 Scout Island Circle
September 8, 1993
P. 2

If I can provide you with any additional information, please contact me.

A handwritten signature in dark ink, appearing to read "Michael J. Heitz". The signature is stylized with a large, looping "M" and "H".

Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:pm

12-AUG-1993

TO:
FROM: SITE PLAN REVIEW DIVISION/PLANNING DEPT
SUBJECT: DEVELOPMENT PERMIT ONLY

COMMENT DUE DATE: 20-AUG-1993
SP-93-0326DS

UPDATE #1

PROJECT: MAY BOATDOCK

5209 S SCOUT ISLAND CIR

CASE MANAGER: HAMILTON, SHAW 499-2751

APPLICATION DATE: 12-AUG-1993

ZIP: 78731

FULL PURPOSE

WATERSHED: Bull RURAL WATER SUPPLY

OWNER: MAY, ROBERT (512) 346-1590
3803 WOODBROOK CIRCLE AUSTIN, TX 78759
CONTACT: ROBERT M. MAY

SITE PLAN AREA: 0.736 ACRES (32060 SQ FT)
UTILITY OR STORM SEWER LENGTH: 0 LINEAR FEET

EXISTING ZONING:
EXISTING USE:

TRACT	ACRES/SQ FT	PROPOSED USE
-------	-------------	--------------

RELATED CASE NUMBERS (IF ANY): C814-75-002.01(82)

OTHER PROVISIONS:

QUALIFIES AS A SMALL PROJECT
TIA IS NOT REQUIRED
FEE RECEIPT #: 1256571

SUBD NAME: COURTYARD PHASE 3-A
BLOCK/LOT: LOT 7
PLAT BOOK/PAGE: BOOK 81, PAGES 61-64

PARCEL #:

VARIANCES/WAIVERS, BONUSES:

Robert M. May

Business Address:

7718 Wood Hollow Drive, Suite 200
Austin, Texas 78731-1601
Phone: (512) 346-1590
Fax: (512) 345-7437

Home Address:

3803 Woodbrook Circle
Austin, Texas 78759
Phone: (512) 345-1516

July 7, 1993

Director
Parks and Recreation Board
City of Austin

Re: Request for Permit and for Variance on Length
of Boat ~~House~~ at 5209 Scout Island Circle South

Boat

Dear Director:

I propose construction of a boat ~~house~~ *dock* behind my home at 5209 Scout Island Circle South in the Courtyard on the north side of the Bull Creek arm of Lake Austin. The legal description of the property is Courtyard Phase 3-A, Lot 7, Plat Book 81, Page numbers 61-64 and LUE, Exhibit G, Volume 8939, Page 897, Real Property Records, Travis County, Texas.

I request a variance for the length of the boat ~~house~~ *dock* I plan to build. I want my boat house to be 43 feet long, which is in excess of the maximum permitted length, without variance, of 30 feet.

I believe you should grant my request for a variance for the following reasons:

1. The Bull Creek arm of Lake Austin is very wide behind my home. Consequently, the extension of the boat ~~house~~ *dock* 42 feet into the water will not present a hazard to navigation.
2. The water is very shallow along the north shore where my boat ~~house~~ *dock* will be located. I need to extend the boat ~~house~~ *dock* an extra 12 feet away from the shoreline in order for it to be in somewhat deeper water so that I can achieve proper boat navigation.
3. Over 10 years ago the city gave the seven owners of boat docks behind Phase 2 of Courtyard permission to have boat docks that are about 50 feet long. The first of these boat docks is 8 lots away from my boat dock. Apparently they have presented no problem for either the City or the neighborhood.

I would like to present my request for variance to the proper committee. Please call if you have any questions.

Sincerely,

Robert M. May
Robert M. May

P.S. This boat house has been approved by the Environmental Control Committee of the Courtyard Homeowners' Association. The Association's General Manager, Ms. Karen Garcia, can confirm this approval. Her phone number is 476-7028.

RMM;dw

Robert M. May

PARKS

Business Address:

7718 Wood Hollow Drive, Suite 200
Austin, Texas 78731-1601
Phone: (512) 346-1590
Fax: (512) 345-7437

Home Address:

3803 Woodbrook Circle
Austin, Texas 78759
Phone: (512) 345-1516

Date: July 9, 1993
To: Director Parks and Recreation Department
From: Robert M. May
Subject: Dock permit, legal address: Courtyard Phase 3-A, Lot 7

We are requesting approval of our residential boat dock plans at 5209 Scout Island Circle South for construction to begin in August, 1993.

The boat dock will be built with steel pilings.

This additional construction should not adversely affect any shoreline erosion, drainage, or other environmental concerns.

Thank you for your consideration.

Robert M. May
Robert M. May



Robert M. May

Business Address:

7718 Wood Hollow Drive, Suite 200
Austin, Texas 78731-1601
Phone: (512) 346-1590
Fax: (512) 345-7437

Home Address:

3803 Woodbrook Circle
Austin, Texas 78759
Phone: (512) 345-1516

July 26, 1993

EXHIBIT 2

Mr. Peter Marsh
Parks and Recreation Department
City of Austin
Post Office Box 1088
Austin, Texas 78767

Re: Case No. SP-93-0326DS
May Boatdock
Answer to Comment
PD 2

Dear Peter:

Your PD 2 asks for "A copy of the 'Limited Use Easement' that gives right of access and authority to construct a boat dock, within the common area, to Lot #7."

Access and authority is based on the following:

1. A Lot Sales Contract which shows that I purchased from Courtyard Development Co. both Lot 7 and a Limited Use Easement For Lot 7, being 0.7360 acres of land out of Lot 14, which is common area in the Courtyard Phase 3-A (see Exhibit 1).
2. An Oak Hill Surveying Co., Inc., survey dated August 22, 1985 of the Limited Use Easement For Lot 7 which describes an area that extends to the centerline of Bull Creek and includes the water area where my boat dock will be constructed (see Exhibit 2).
3. A "Sketch To Accompany Field Notes of LUE's In The Courtyard Phase 3-A" which shows the location of the Lot 7 LUE (see Exhibit 3).
4. The "Second Restated Declaration Of Covenants, Conditions And Restrictions" of The Courtyard which states in Section 8 that:

" 'Limited Use Easement' shall mean those limited rights . . . in that portion of common area adjacent to owner's lot Owner can fence and landscape the area and, with the approval of the Environmental Control Committee erect gazebos, boat docks, steps and other related structures" (see Exhibit 4).

Mr. Peter Marsh

Page 2

July 26, 1993

5. Approval by the Courtyard Homeowner's Association's Environmental Control Committee to build a boat dock with approval granted on December 1, 1992 (see Exhibit 5). You can call Ms. Karen R. Garcia, Association Manager, at 476-7028 to confirm this approval.

Please call me if you have any questions.

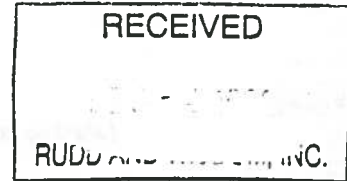
Sincerely,


Robert M. May

RMM:js

Exhibit 5

Exhibit B



THE COURTYARD HOMEOWNERS' ASSOCIATION, INC.
720 Brazos Suite 900
Austin, Texas 78701
(512) 476-7028

The Environmental Control Committee (ECC) of the Courtyard Homeowners' Association recently met to review your submitted plans. The committee greatly appreciated your cooperation in following the procedures outlined in the Association's Declaration. ECC approval of all construction, renovation, and improvements within the subdivision is essential in maintaining the quality and standards as set forth in Association's documents and approved by the general membership at the annual meetings in February.

Your proposal was approved/disapproved. Please review any noted comments on your documents. *Not Done 12-1-92*

The goal of the ECC is to promote a clear understanding between property owners within the Courtyard and the Association as to the requirements found in the Association's Documents. The ECC through the Board of Directors is empowered to use legal remedies (temporary restraining orders, etc.) to enforce their responsibilities to all members of Courtyard in seeing this goal is achieved.

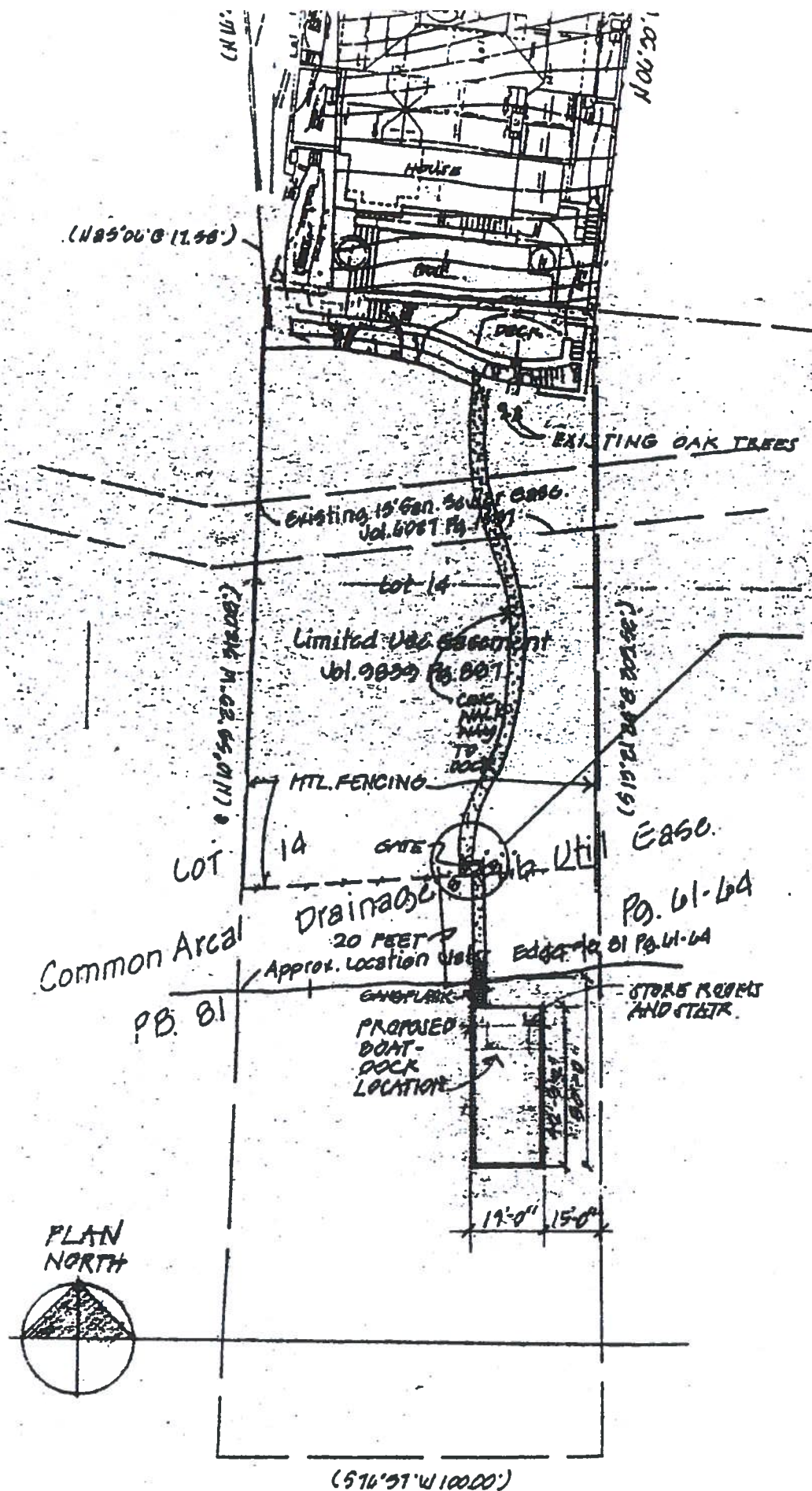
Please keep a copy of your final approved documents (with signatures and dates) available while your project is being completed. A member of the ECC will call to arrange an appointment for several inspections to insure compliance. Please contact the Association's General Manager if it is necessary to make a change. Minor changes can be addressed quickly. (General Manager: Karen Garcia, Martine Properties, Inc. 476-7028)

Thank you for making the Courtyard truly a quality neighborhood.

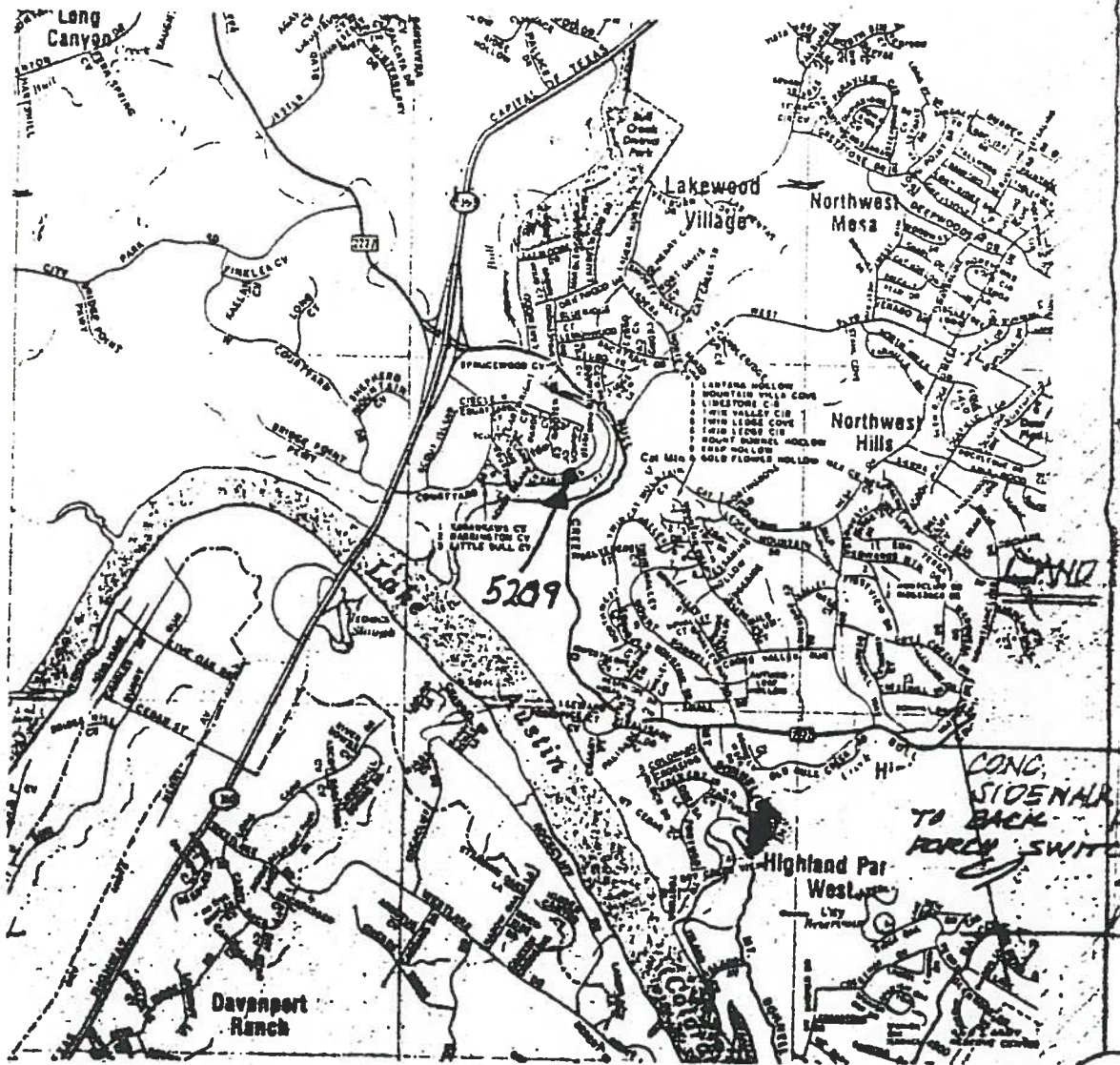
Sincerely,

Karen R. Garcia

Karen R. Garcia
Association Manager



BULL CREEK



LOCATION PLAN

According to map panel 480624 0070-B of the September 2, 1981 Flood Insurance Rate Map for Austin, Texas, the property legally described hereon is not located in a designated flood hazard area.

5209 SCOUT ISLAND CIRCLE (SOUTH)

Asphalt Pavement ~ 50' R.O.W.

Conc. Curb & Gutter



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Martha Peters, Coordinator
Art in Public Places

DATE: September 8, 1993

SUBJECT: Preservation of Metz Recreation Center Mural

Fidencio Duran, the artist who restored the mural at Metz Recreation Center, applied a clear coat of acrylic over the mural to protect it; however, it is not graffiti-proof. He suggested a product called "Graffiti Melt" by Genesis Coatings, Inc., which is available locally at Kelly Moore Paint Company (9525 Burnet Road) in one gallon and five gallon quantities. It must be applied with an airless spray pump from a distance of 12 inches. A light coating is sufficient. (Note: A small area of the mural should be tested before attempting to cover the entire mural).

The same company also makes a product called "Graffiti Ease Away Remover." It may be applied to a vandalized area with a cloth, allowed to penetrate 1-3 minutes and then rinsed with water. This solution may be used to remove marks on murals coated with "Graffiti Melt." (The remover is available from the same retailer in one quart and one gallon sizes).

Art in Public Places has a bottle of each product in stock.



MEMORANDUM

TO: Parks and Recreation Board
Navigation Committee

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 7, 1993

SUBJECT: Use of Lake Walter Long as a Swimming Facility

It has been brought to my attention that Lake Walter Long is being considered to be opened as a City of Austin swimming facility. I do not recommend that this lake be open to swimming for the following reasons.

1. Lake Walter Long has several existing safety hazards. The water clarity is extremely poor. The clarity of the water is less than that of Emma Long Park.
2. Underwater vegetation creates an extreme safety hazard due to poor visibility and possible entanglement of swimmers. It would require constant maintenance of its continual growth.
3. The bottom contour is unknown at this time. It is possible that there are sudden drop-offs and hidden hazards.
4. The perimeter of boat traffic and shoreline access creates congestion and hazards to both boaters and swimmers. In addition, extensive water interaction of skiing, and jet skis creates a safety concern.
5. Swimming would take place beyond the perimeter causing hazards.
6. Lifeguards may be subject to swimmer rescues outside the designated area, jeopardizing supervision in the perimeter.
7. Swimmers "under the influence" create additional concerns.

Given the concerns identified, it is not recommended to utilize Lake Walter Long as a swimming facility.

If I can provide you with additional information, please let me know.


Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:kj



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 8, 1993

SUBJECT: Travis County (Barton Creek) MUDs 3 - 9

On July 10, 1993, the City of Austin, FM Operating Co. and Freeport-McMoran Inc. signed the "Barton Creek Community Plan Agreement" which allows and controls development in the highly controversial Barton Creek Property. City Council has approved the Agreement, a complete copy of which is included for your information as Attachment A.

On August 10, the City received applications from FM Properties for consent to creation of 6 in-City MUDs, formally referred to Travis County MUDs 3 - 9. The applications were filed in accordance with Section 8.03 of the attached Agreement, which reads as follows:

FMP and the City contemplate the creation and city annexation of multiple in-city service municipal utility districts to provide utility service to the Barton Creek Property. The City and FMP agree that the creation and annexation of municipal utility districts within the Barton Creek Community will occur in the manner set forth in the Municipal Utility District Consent Agreement prepared and approved by both parties before November 8, 1993.

A copy of the draft Consent Agreement, Article IX. LAND USE AND DEVELOPMENT is included as Attachment B. This article traditionally addresses parks requirements.

The proposed MUDs, which comprise approximately 3,500 acres, are located in the far western part of the Austin area, as shown by Attachment C. All parkland requirements for the MUDs are described in Section 2.01 of the attached Agreement.

Parks and Recreation Board
Travis County (Barton Creek) MUDs 3 - 9
Page 2

In summary, FMP will dedicate to the City 446 acres of greenbelt along Barton Creek, defined by a 1000' wide strip measured from the center line of the creek. This parkland is illustrated on the MUDs Land Use Plan which will be presented to you during the Board meeting. In addition, FMP will donate \$160,000 to reimburse the City for trail construction within the Barton Creek Greenbelt. FMP is obligated to provide public access to the Greenbelt at only one point, also shown on the Land Plan. These two donations satisfy all parkland requirements. However, FMP will also dedicate to the City 690 acres of Conservation Property, also shown on the Land Plan.

The PARB MUD Park Standards will not apply because the Agreement has already been signed and approved by City Council. However, for comparative purposes, were the Standards to be applied, FMP would be required to dedicate 146.2 acres of parkland and \$1,470,800 in recreation facility development. Land of similar character in the same general vicinity recently appraised for approximately \$4,500/acre. If this per acre value is applied to the 300 acres to be dedicated in excess of the 146 acres which would be required under the PARB Standards (446 acres minus 146 acres = 300 acres), the resulting value is \$1,350,000, or \$120,800 less than would be required under the PARB Standards. When FMP's donation of \$160,000 is also considered, FMP appears to exceed the total PARB Standards by \$39,200; and that is without giving consideration to the 690 acres of Conservation Property to be dedicated by FMP.

The 446-acre dedication along the creek meets PARD's earlier recommendations when the Barton Creek properties were submitted as subdivisions and later for out-of-city MUD creation (which failed). The greatest disappointment is that FMP is required to provide only one public access point along about 7 miles of greenbelt, and the access point is isolated from the continuous greenbelt.

RECOMMENDATION: Since the Agreement has been signed and approved by City Council, and since, with the exception of public access, PARD's past requests are being satisfied by the Agreement, I recommend acceptance of the terms regarding parkland.


Michael J. Heitz, AIA, Director
Parks and Recreation Department

Attachments

MUD
Give 446
owe 146
surplus - 300 @
\$4,500 = \$1,350,000
owe 1,470,000
short - \$120,800
trail donation 160
\$ surplus 39K

**BARTON CREEK COMMUNITY
PLAN AGREEMENT**

July 9, 1993

**AN AGREEMENT BETWEEN THE CITY OF AUSTIN, TEXAS
AND
FM PROPERTIES OPERATING CO. AND FREEPORT-MCMORAN INC.**

**BARTON CREEK
COMMUNITY PLAN AGREEMENT**

**AN AGREEMENT BETWEEN THE CITY OF AUSTIN,
TEXAS, FM PROPERTIES OPERATING CO. AND FREEPORT-MCMORAN
INC.**

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE
PRESENTS:

COUNTY OF TRAVIS

§

This Barton Creek Community Plan Agreement (the "Agreement") is made and entered into by and among the CITY OF AUSTIN, a municipal corporation, acting by and through its duly authorized City Manager (the "City"); and FM PROPERTIES OPERATING CO., a Delaware general partnership ("FMP"), acting by and through its duly authorized managing general partner FREEPORT-MCMORAN INC.; and FREEPORT-MCMORAN INC., a Delaware Corporation ("FMI"), provided that FMI joins this Agreement for the limited purposes of Section 12.06 of this Agreement.

RECITALS

FMP owns, or has options to acquire a total of approximately 4,660 acres of land located in Travis County, Texas, referred to herein as the "Barton Creek Community," as described in Exhibit "1.01A" attached hereto. The land described in Exhibit "1.01A" is comprised of a tract of approximately 3,950 acres, herein referred to as the "Barton Creek Property," and a tract of approximately 710 acres, herein referred to as "Lantana." The majority of Barton Creek Community is located in Austin's extraterritorial jurisdiction ("ETJ"), but not within its corporate limits; and, because of its location, Austin's jurisdiction over Barton Creek Community is defined by state law. Austin and FMP intend to set forth in this document certain agreements concerning the planning, buildout, management and use of the Barton Creek Community, and the operations affecting water quality therein for the purpose, among other things, of protecting and enhancing water quality in the Barton Springs Watersheds.

The intent of this Agreement is to define and clarify, through contractual agreement, the City's jurisdiction and regulatory authority over the Barton Creek Community; to establish by agreement certain restrictions and commitments imposed and made in

connection with the development of the Barton Creek Community; to provide certainty to the owners of the Barton Creek Community concerning certain development rights, entitlements, arrangements and commitments for a period of years; and to identify land uses, intensity, Impervious Cover and other physical aspects of the Barton Creek Community Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City, FMP, and FMI for the limited purpose of Section 12.06, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Terms Defined in this Agreement In this Agreement, each of the following terms shall have the meanings indicated:

"Barton Creek Community" has the meaning set forth in the recitals to this Agreement, and consists of Barton Creek Property and Lantana.

"Barton Creek Community Plan" or the "Plan" shall mean the conceptual plan attached as Exhibit 1.01A attached hereto and referenced in Article V.

"Barton Conference Center Tract" shall mean that certain tract of real property located in Travis County, Texas and described on Exhibit 1.01B attached hereto, excluding the Golf Courses.

"Barton Creek Greenbelt" shall mean approximately 446 acres of land out of the Barton Creek Community located generally within one thousand feet (1000') of the centerline of Barton Creek as more fully described on Exhibit 1.01B.

"Barton Creek Property" (or "BCP") shall mean the acreage so described in Exhibit 1.01A.

"BCCP" shall mean the Balcones Canyonlands Conservation Plan.

"BCCP Preserve System" shall mean the land proposed to comprise the preserve under the BCCP.

"BCW" shall mean the Barton Creek Watershed.

"BSW" shall mean the Barton Springs Watersheds, as defined by the City of Austin.

"City Code" shall mean the 1992 City Code of Austin, as amended from time to time.

"City Council" shall mean Austin's City Council or any successor governing body.

"CWO" means the Comprehensive Watersheds Ordinance ("City Ordinances 860508-J, as amended by Ordinance 911017-B).

"Director" means the Director of the Planning and Development Department of the City, or the Director of any successor department responsible for the duties currently performed by that department.

"Effective Date" and similar references shall mean the date defined in Section 13.01.

"Effluent" shall mean treated and disinfected wastewater from an organized wastewater treatment facility.

"Environmental and Conservation Services Department" or **"ECSD"** means the Environmental and Conservation Services Department of the City, or any successor department responsible for the duties currently performed by that department.

"ESA" shall mean the Endangered Species Act, 16 U.S.C. 1531, et seq., as amended.

"Golf Courses" shall mean the two existing 18 hole golf courses (the Fazio and Coore-Crenshaw Courses) and a proposed 9 hole course, all as reflected on Exhibit 1.01A.

"Hiking Trail" shall mean the trail, or series of trails, which shall be improved but unpaved, restricted for pedestrian traffic, and more fully described in Section 2.01.

"IPM" shall mean integrated pest management.

"Impervious Cover" shall have the meaning set out in the Land Development Code, subject to the following: For purposes of this Agreement, "Impervious Cover" shall refer only to new Impervious Cover resulting from development subsequent to July

8, 1993 and will not take into account or include for any purpose impervious cover within the Barton Creek Community that existed as of July 8, 1993.

"Land Development Code" shall mean the Land Development Code of the City of Austin, codified as Title XIII of the Austin City Code of 1992, as amended.

"Lantana" shall mean the areas so described in Exhibit 1.01A.

"Nine S.O.S. Pollutant Constituents" are:

Total Suspended Solids	(TSS)
Total Nitrogen	(TN)
Total Phosphorus	(TP)
Total Organic Carbon	(TOC)
Lead	(Pb)
Chemical Oxygen Demand	(COD)
Biological Oxygen Demand	(BOD)
Fecal Coliform	(FC)
Fecal Streptococci	(FS)

"Ordinances" shall mean the ordinances of the City.

"Road District" shall mean the Southwest Travis County Road District No. 1, a political subdivision of the State of Texas.

"SOS Ordinance" shall mean the Save Our Springs ordinance enacted by initiative and referred to as City Ordinance 920903D and contained in the City Code in Chapter 13-7, as in effect on July 8, 1993.

"Sweetwater Tract" shall mean that land illustrated on Exhibit 1.01D attached hereto.

"Technical Codes" shall mean those codes now or subsequently set out or adopted by reference in Chapter 13-8 of the Land Development Code.

"Tertiary Level" shall refer to the treatment of wastewater effluent to a level at least equivalent to 5 mg/l TSS, 5 mg/l BOD, 2 mg/l NH₄ and 1 mg/l P.

"Uplands Tract" shall mean that land illustrated as Exhibit 1.01D attached hereto.

"Water Quality Control (WQC) Facility" shall mean a system or series consisting of one or more water quality controls which is designed to comply with the provisions of

Section 4.02. Water Quality Controls shall be as defined in the Land Development Code and shall include vegetative filter strips (VFS).

"VOC" shall mean volatile organic compounds.

Section 1.02 Other Definitions. All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.

ARTICLE II

DEDICATION OF BARTON CREEK GREENBELT AND OTHER LANDS

Section 2.01 Dedication and Use of the Barton Creek Greenbelt. Pursuant to the terms of Section 3.02, FMP shall convey or cause to be conveyed to the City, by special warranty deed, good and indefeasible fee simple title in and to the Barton Creek Greenbelt free and clear of all encumbrances and restrictions except the reverter clause set forth in this Section 2.01 and any other encumbrances of record in Travis County, Texas. Notwithstanding the foregoing, FMP shall cause all financing or other liens to be released prior to the conveyance. The Barton Creek Greenbelt shall be dedicated as habitat preserve, water quality buffer and/or parkland for the enjoyment, enhancement and protection of Barton Creek, consistent with BCCP and shall be dedicated to and held and maintained by the City and its assigns solely for such purposes.

The special warranty deed conveying the Barton Creek Greenbelt shall contain a reverter clause in substantially the form of the following:

The property conveyed to the City of Austin pursuant to this Special Warranty Deed shall revert to grantor if the City of Austin, during the thirty year period following the date of this deed, rezones any tract within the Barton Creek Community 1) contrary to the terms of the Planned Unit Development referenced in Section 12.03 of the Barton Creek Community Plan Agreement and 2) without the written consent of FMP or, if FMP no longer owns the tract being rezoned, the then current owner(s) of that tract.

The City shall design, in its sole discretion, and create a hiking trail (the "Hiking Trail") within the Barton Creek Greenbelt to be used in conjunction with the City's proposed Barton Creek Wilderness Park System and, if in effect, BCCP. Once the City has completed its design of the Hiking Trail and is prepared to commence construction, FMP agrees to contribute the sum of One Hundred Sixty Thousand and No/100 Dollars (\$160,000) (the "Trail Contribution") to be used to reimburse the City for the cost of designing and constructing the Hiking Trail. The City will be responsible for obtaining all necessary permits, approvals, and coordinating and supervising construction. Payment shall be made when the City Council commits, by contract or internally, to construct the trail or December 31, 1999, whichever first occurs. In the event the City does not commence construction of the Hiking Trail within fifteen (15) years from the Effective Date, FMP shall be reimbursed the Trail Contribution. Once FMP has dedicated the Barton Creek Greenbelt to the City, as required above, FMP shall have no further obligations or liabilities with respect to Barton Creek Greenbelt or any activities conducted (other than claims attributable to its own conduct or prior ownership), or

improvements constructed, thereon except for the payment of the Trail Contribution. Upon dedication of the Barton Creek Greenbelt in accordance with this Section 2.01, the City shall assume responsibility for the maintenance, security, and all other attributes of ownership relating to the Barton Creek Greenbelt. The City agrees that FMP's dedication of the Barton Creek Greenbelt (as hereinafter defined) satisfies all of the City parkland dedication requirements for the Barton Creek Property. Land in the Greenbelt in excess of fifty five (55) acres may be used to satisfy the parkland dedication requirement for Lantana.

The City and FMP shall at all times afford the other party reasonable access to the Barton Creek Greenbelt for design, construction, maintenance, and repair, and FMP shall afford reasonable access to the City and other public agencies for security and emergencies. Should either party cause damage to the other party's property, it shall reimburse such other party for the actual costs of repairing the damage. FMP shall not be obligated to provide the general public trail access through developed areas except as described on Exhibit. 1.01B (the "Public Access Easement/Staging Area").

Section 2.02 FMP's Dedication of Conservation Property. Pursuant to the terms of Section 3.02, FMP shall dedicate or cause to be dedicated to the City in fee simple by special warranty deed, subject only to those encumbrances of record in Travis County, Texas by the delivery of appropriate recordable instruments in form and content acceptable to both parties, fee title to land within the south-central portion of the Barton Creek Community (collectively, the "Conservation Property") consisting of approximately 690 acres, described on Exhibit "2.02A." FMP shall cause financing or other liens to be released prior to the conveyance. It is understood that the Conservation Property may be used by FMP for downstream and water quality buffers in connection with existing and future subdivision plats. The deed shall contain the same reverter language as set forth in Section 2.01. Public access to the Conservation Property will be limited to the Southwest Parkway, a roadway abutting the Conservation Property and the Uplands Tract.

Section 2.03. Open Space Credit. The City shall support (without any requirement that it initiate legal action or incur expense) FMP in its efforts to obtain credit for dedication of the Barton Creek Greenbelt and Conservation Property against BCCP mitigation requirements accruing or assessed in connection with the BCCP or under the Endangered Species Act. In no instance shall this credit increase Impervious Cover beyond that set forth in Section 4.01 of this Agreement.

Section 2.04 Reimbursements for Nonconsensual Re-Zoning.

- A. During the thirty (30) year term of this Agreement, FMP shall be entitled to the reimbursements and other considerations set out in this Section if

the City re-zones any tract within the Barton Creek Community 1) contrary to the terms of the Planned Unit Development and Ordinance described in Section 12.03 of this Agreement; and 2) without the written consent of FMP or, if FMP no longer owns the tract being re-zoned, of the then current owner(s) of that tract:

1. Refund of any utility capacity reservation fee paid by FMP on a prorated basis, with no reduction of reserved capacity;
2. Reimbursement of FMP for the cost of internal water and wastewater utilities on a dollar for dollar basis, to the extent such utilities become over-sized as a result of the re-zoning;
3. The cost of oversizing the Lost Creek wastewater line shall be the responsibility of the City with no obligation of FMP to reimburse the City for over-sizing costs. In the event such reimbursement has already been paid to the City by FMP, it shall be refunded on a prorated basis; and
4. Subject to the aggregate limitations on Impervious Cover set forth in Article IV of this Agreement, any Impervious Cover available to a re-zoned tract and no longer usable as a result of re-zoning may be transferred to any other tract within the Barton Creek Community without restriction as to the Impervious Cover limit on that tract.

B. These reimbursements and considerations shall be paid or accomplished promptly in addition to the reversion of ownership of the Barton Creek Greenbelt and the Conservation Property as provided for in Section 2.01 and 2.02 of this Agreement.

Section 2.05 Land Trade. FMP, the City, and the Save Our Springs Coalition, a political action committee organized in Travis County, Texas will jointly evaluate the economic feasibility to FMP and ecological impact of entering into an agreement, by November 8, 1993, to trade approximately 350 acres of portions of Sections K, L, and O for a portion of the Uplands tract based upon the following general conditions:

1. Unless otherwise agreed by the parties, development on the Uplands Tract shall consist of low-density, single-family housing in conjunction with a golf course, such golf course to be designed, constructed, and maintained in accordance with mutually agreed upon environmental standards, which shall not be less stringent than those required by the S.O.S. Ordinance.
2. The development on the Uplands Tract shall comply with the SOS Ordinance.

3. Subject to applicable legal requirements, the land will be traded on a gross-acre-for-gross-acre basis.
4. Wastewater facilities on the Uplands Tract shall consist of on-site systems only (no central wastewater service, facilities or lines) and the water service plan shall be agreed to by the parties.
5. There shall be no irrigation with treated Effluent on the Uplands Tract, including the golf course. The parties will agree to strict limitations on the use of pesticides and fertilizers.
6. The Uplands Tract development will be designed to maintain the Barton Creek Greenway Plan as such term is referenced in that certain document published in 1992 by the City, with a dedicated setback from Barton Creek and be compatible with the BCCP. In the event that the group formed to undertake management of the BCCP and the United States Fish and Wildlife Service determine that the proposed development of the Uplands Tract will have an impact on the BCCP habitat preserve design, then FMP will assist the City and the Nature Conservancy of Texas to identify and acquire other viable habitat lands in the Barton Creek Watershed in order to mitigate the impact of the Uplands Tract development. Funding for such additional habitat acreage, if any is required, may be provided from the Barton Springs Foundation (as defined below).

FMP will not enter into a proposed land trade agreement with the City pursuant to this Section 2.05 unless the S.O.S. Coalition consents in writing.

ARTICLE III

RESOLUTION OF ROAD DISTRICT DEBT AND RELEASE OF SWEETWATER AND UPLANDS TRACTS

Section 3.01 Sweetwater and Uplands Tracts: FMP's Resolution of Road District Assessments. Pursuant to the terms of Section 3.02, FMP shall use its best efforts to cause the Uplands Tract, the Sweetwater Tract, and all portions of the Conservation Property (to the extent included in the Road District) to be unconditionally released by the Road District Board of Directors and the Road District bondholders from the Road District and any successor district, and all debts, obligations, taxes, assessments, and liens related to, securing or funding the existing bonded indebtedness of the Road District or any successor district thereto (collectively, the "Assessments") so as to permit the City or its designee, to acquire the Uplands Tract and the Sweetwater Tract, along with all appurtenant development and utility rights and infrastructure, free from all delinquent, current and future Assessments and all claims of the Road District and its bondholders. The City shall not be obligated to pay any costs incurred by FMP in

removing the Assessments and obtaining the release. FMP agrees and covenants not to acquire the Uplands tract or the Sweetwater tract unless the City provides its written consent, or unless this Agreement is terminated pursuant to Section 3.02 below.

Section 3.02 Conditions Precedent to Agreement: After the execution of this Agreement, the following conditions set forth in this Section 3.02 must occur before the dates specified opposite such items in order for this Agreement to become effective; the conditions precedent are not subject to waiver, unless such waiver is approved in writing by a resolution of the City Council and FMP.

1. November 8, 1993: The City Council approves an out-of-city Planned Unit Development and an implementing ordinance, together with a commitment for proposed zoning to become effective upon the annexation of Barton Creek Community, consistent with this Agreement in accordance with Section 12.03.
2. If Travis County does not pass a bond issue by November 8, 1993, approving funds sufficient to purchase the habitat preserves for implementation of the BCCP, either party may terminate this Agreement.
3. November 8, 1993: The parties enter into a written agreement for extension of water and wastewater service.
4. November 8, 1993: The parties enter into a written agreement for in-City service municipal utilities districts, and setting forth the terms for resolution of all issues relating to WCID 19 involving existing or prior commitments and agreements such that the City will not incur any debt associated with WCID 19.
5. November 8, 1993: FMP and Save Our Springs Legal Defense Fund, Inc. shall have entered into an agreement allowing enforcement, by designated environmental groups, through direct contractual rights, and via restrictive covenants and/or deed restrictions running with the land, as third party beneficiaries thereof, of those provisions of this Agreement addressing the following matters: i) Impervious Cover limitations, ii) pesticide/herbicide limitations, iii) no water quality controls in the CWQZ, except as otherwise provided for in this Agreement, iv) limitations on underground storage tanks for gasoline, fuels, and toxics. Such agreement, restrictive covenants and deed restrictions shall provide that the designated environmental groups may only enforce their rights by (x) specific performance and injunctive relief obtained only with respect to that portion of the affected property that is in violation of the provisions hereof, and (y) securing an order requiring FMP (or its successor) to take or pay for any remedial action necessary to correct the violation of one of the items listed above in clauses (i) through (iv). The obligations of this subsection 5) and the remedies arising hereunder shall be binding upon

FMI pursuant to Section 12.06 below, and the relevant agreement shall so provide. Each party shall be responsible for its own attorney's fees.

6. November 8, 1993: The parties enter into an agreement with respect to disannexation of Lantana and annexation of Barton Creek Community.
7. November 8, 1993: The parties enter into an agreement with respect to extension of the impact fee area and water and wastewater service area.
8. November 8, 1993: FMP delivers current staked on-the-ground surveys (and legal descriptions thereof) satisfactory to the City, of the properties described in Sections 2.01 and 2.02 above.
9. November 8, 1993: The final draft of the proposed legislation to amend state law for the sole purpose of permitting an out-of-city planned unit development to remain enforceable after annexation, as provided in Section 12.03 below, shall have been approved by the City Council.
10. November 8, 1993: All deeds required hereunder to make conveyances of property shall have been executed in recordable form and delivered in escrow to the City, subject to release from escrow upon the effective date of the PUD ("Planned Unit Development").
11. November 8, 1993: The City shall have prepared and submitted to the S.O.S. Coalition and FMP for approval, the Articles of Incorporation, by-laws, and other organizational documents for the Barton Springs Foundation.
12. November 8, 1993: FMP shall have received clearance satisfactory to FMP from the U.S. Fish and Wildlife Service for development of the Barton Creek Community as contemplated by this Agreement, free and clear of any restrictions imposed by the Endangered Species Act.
13. December 31, 1993: The Road District shall not have been converted into an assessment district prior to such date.
14. January 17, 1994: All releases required by Section 3.01 shall have been executed, and shall be placed in escrow, subject to release from escrow upon the effective date of the PUD ("Planned Unit Development").
15. January 17, 1994: The City shall have acquired title to the Uplands Tract and the Sweetwater Tract consistent with the provisions of Section 3.01.

16. January 17, 1994: The out-of-city Planned Unit Development contemplated by this Agreement shall have become effective.
17. January 17, 1994: All other requirements expressly set forth in this Agreement that are contemplated to occur or be satisfied prior to the Effective Date of the PUD ("Planned Unit Development") shall have been accomplished or fulfilled. Each party shall notify the other promptly as to the occurrence or nonoccurrence of each of the foregoing conditions.

The parties acknowledge and agree that annexation and MUD creation will not occur until at least September 1, 1995.

Except for the specific provisions contained in this Agreement herein, or as necessarily implied to give effect to this Agreement, FMP shall be required to comply with the City Code.

ARTICLE IV

PROVISIONS WITH RESPECT TO WATER QUALITY

Section 4.01 Impervious Cover. Subject to the Agreement, Impervious Cover shall be calculated as described below. It is understood and agreed that under both 4.01 A and 4.01 B, all existing impervious cover in the Barton Creek Community prior to July 8, 1993, including, without limitation, all roadways and other existing improvements, is not included in the definition of Impervious Cover for purposes of this Agreement and shall not be deducted from the acres of Impervious Cover available for development hereunder.

- A. Overall Impervious Cover (Without Golf Courses). Impervious Cover for development in the Barton Creek Community, excluding the Golf Courses shall be limited as follows:
 - (i) Barton Creek Community (Comprising Barton Creek Property and Lantana): The maximum Impervious Cover for the Barton Creek Community as a whole shall not exceed 535 acres, consisting of twenty percent (21.1%) calculated on 2,529 acres of Net Site Area.
 - (ii) Barton Creek Property: Subject to the controlling limitation contained in clause (i) above, the maximum new Impervious Cover on the Barton Creek Property shall be 296 acres, consisting of 15.2 percent, calculated on 1,945 acres of Net Site Area.

- (iii) Lantana: Subject to the controlling limitation contained in clause (i), the property developed in Lantana shall be a maximum of 239 acres of Impervious Cover (41%).
- B. Overall Impervious Cover (with Golf Courses). Impervious Cover for development in the Barton Creek Community, after including the Golf Courses as provided in Section 4.01E below, shall be limited as follows:
 - (i) Barton Creek Community (Comprising Barton Creek Property and Lantana): The maximum Impervious Cover for the Barton Creek Community as a whole shall not exceed 579 acres consisting of 21.1 percent, calculated on 2,750 acres of Net Site Area.
 - (ii) Barton Creek Property: Subject to the controlling limitation contained in clause (i), the maximum Impervious Cover in Barton Creek Property shall be 340 acres, consisting of 15.7 percent, calculated on 2,166 acres of Net Site Area.
 - (iii) Lantana. Subject to the controlling limitation contained in clause (i), the property developed in Lantana shall be a maximum of 239 acres of Impervious Cover (41%).
- C. Existing Conference Center Tract. The Barton Creek Conference Center Tract will be subject to the requirements of the Barton Creek Watershed Ordinance (City Ordinance No. 81-0430C) and shall not be required to comply with the provisions of any other existing or future City water quality ordinance. FMP shall be entitled to add up to three (3) acres of additional Impervious Cover to the Barton Creek Conference Center Tract, which additional Impervious Cover shall not be deducted from the Impervious Cover allocated to the Barton Creek Property under 4.01A(ii) or 4.01B(ii) and reflected on the accounting system provided in Section 4.01F. Any portion of the three (3) additional acres not used on the Barton Creek Conference Center Tract may be used on the Barton Creek Property provided the same number of acres is deducted from the 239 acres of Impervious Cover allocated to Lantana under 4.01A(iii) or 4.01B(iii).
- D. Site Specific Limitation. On any particular site within Barton Creek Community, subject to other limitations contained in this Section 4.01 including subsection 4.01F, FMP shall be allowed to increase the Impervious Cover to a percentage that does not exceed the limitations set

out in the CWO for comparable properties within the City limits but in no event to exceed 50% on development other than single family residential.

- E. Conditions to Including Golf Courses in Impervious Cover Calculations. The golf courses ("Golf Courses") located in the Barton Creek Community shall not be considered as open space for Net Site Area and Impervious Cover calculations under this Agreement unless and until irrigation of the Golf Courses with effluent ceases and FMP furnishes to the City a signed written statement that it shall not resume such irrigation of the Golf Courses, which statement shall be a binding covenant incorporated herein and recordable as a restrictive covenant. The Golf Courses shall be included in Net Site Area and Impervious Cover calculations subject to Section 4.01 B, C, D, and F, at such time as the requirements of this Section 4.01 are satisfied. If service through City facilities is not available by December 31, 1999, until such time as wastewater service is provided pursuant to Section 8.02, BCP may increase Impervious Cover as provided for in Section 4.01B if it upgrades its facilities to irrigate effluent treated to the tertiary level. This option shall not affect the obligations of the City and FMP under Section 8.02 to act promptly in providing wastewater service.
- F. Impervious Cover Accounting System. The City shall create and maintain on a current basis an accurate accounting system (the "Accounting System") to record, determine and verify the amount of Impervious Cover initially available under this Section 4.01, the amount used from time to time, and the amount remaining available under this Section 4.01. The initial allocation shall be made by tract within the Planned Unit Development Agreement. At the time of submittal of a residential or commercial subdivision, specific amounts of Impervious Cover shall be allocated for each final plat. Allocations for multi-family, commercial or other non-residential development shall be identified at the time of submittal of a site plan, construction plan or site plan exemptions, as required. Within each plat and site plan, allocations for maximum Impervious Cover per lot or site shall be made before a building permit is issued. The City will determine that the proposed project will not exceed the Impervious Cover allocation for that lot or the portion of the plat comprising the building site. Prior to selling each tract within the Barton Creek Community, FMP shall allocate a specific amount of Impervious Cover to such tract, and shall submit such allocation to the City Planning Department on a form promulgated by the Department concurrent with the submittal of a subdivision, site plan, or other document assigning Impervious Cover. The impervious cover allocation form shall be

approved by the Department, and filed in the real property records of Travis County, Texas at that time. Such allocation shall be entered by the City in the Accounting System, and the amount of acres thus allocated shall be deducted from the total acres of Impervious Cover remaining available under Section 4.01. From time to time the City shall make inspections of the development within the Barton Creek Community to verify compliance with the limitations in Section 4.01.

Section 4.02 Water Quality Program and Stormwater Management Provisions to be Incorporated into Planned Unit Development Agreement. The PUD Agreement executed between the parties shall contain the following general provisions, except to the extent such requirements may be affected by amendments to the water quality rules set forth in the City Code in accordance with Section 4.03 below. Except as herein provided the provisions of the City Code shall control.

A. Commercial (and Lantana) Water Quality Control Facilities. All water quality control facilities (the "WQC Facilities") used to implement the Water Quality Program shall be located outside the CWQZ except as provided in (1) below. The WQC Facilities shall be designed in accordance with City standards to achieve the pollution prevention requirements of the SOS Ordinance. Prior to construction of a WQC Facility, FMP shall submit construction and engineering plans and specifications to the City to permit the City to confirm that the requirements of this Section 4.02 are satisfied, which confirmation shall not be unreasonably withheld or delayed.

1. In Lantana, except in the areas over the Edwards Aquifer Recharge Zone, FMP shall be entitled to construct water quality controls in the CWQZ for areas draining less than 100 acres.
2. No variance will be required for cut and fill for any water quality controls providing that the cut and fill does not exceed 12 feet.
3. Sedimentation pre-treatment for infiltration systems must be constructed so as to capture the first 1/2" of rainfall run-off.
4. No 1/4" retention shall be required.

B. Residential Water Quality Control Facilities on Barton Creek Property. The following standards and provisions apply to water quality control facilities on Barton Creek Property:

1. Drainage areas of <5% Impervious Cover (gross site area); primarily lots.
 - (i) Areas composed primarily of single family/duplex lots with some roadway;
 - (ii) Runoff to be discharged as overland flow from all areas through downstream vegetation;
 - (iii) Downstream vegetated area to be dedicated as water quality easement (recreational trails allowed)
2. Drainage areas of 5-15% Impervious Cover (gross site area); primarily lots.
 - (i) Areas composed primarily of single family/duplex lots with some roadway;
 - (ii) Runoff to be discharged as overland flow from all areas through a downstream vegetated filter strip (VFS);
 - (iii) Areas designated as VFS to meet the more stringent of City or LCRA standards for slope, etc. and must show that VFS will reduce load for nine SOS Pollutant Constituents to baseline levels (baseline levels are defined as the average annual load for existing conditions as of the date of this Agreement);
 - (iv) If VFS cannot achieve required removal, go to 3. below;
 - (v) VFS calculations are permitted to include areas within lot areas provided that the VFS area is left in its natural state and designated as a water quality easement but in no case in the CWQZ.
 - (vi) The velocity of flow through the VFS will be maintained at or below two feet per second for the 2 year/3 hour storm runoff and flow spreader devices (consisting of level spreaders, terraces, berms or other mutually agreed upon controls) will be provided at intervals not to exceed 100 feet down the VFS.
3. Drainage areas of varying Impervious Cover, including lots and streets. See Exhibit 4.02 "Structural Control Criteria."
4. Subregional retention/irrigation controls.
 - (i) Applies to drainage areas of varying Impervious Cover, including lots and streets.
 - (ii) Retention/irrigation controls are not allowed in the CWQZ.
 - (iii) Capture volume to be determined in accordance with methodology stated in Exhibit 4.02.
 - (iv) FMP to be responsible for the operation and maintenance of retention ponds which provide water for irrigation.

5. Load calculations for Methods 1 or 2 in Exhibit 4.02 may be based on each preliminary plan as a whole. Each preliminary plan must reduce the load to baseline levels for the Nine (9) S.O.S. Pollutant Constituents.
 6. A sediment trap consisting of a rock berm structure will be installed in all retention/infiltration ponds. The sediment trap will not cause the required water quality retention volume to be increased.
 7. No 1/4" retention is required for options B.1. or B.2. or for methods 1 and 2 described on Exhibit "4.02" attached hereto.
- C. Construction and Maintenance of WOC Facilities. FMP or its successors shall construct all WOC facilities which shall be maintained and operated in accordance with the Land Development Code.
- D. Storm Water Management for BCP. The City agrees that FMP's storm water management program satisfies all City stormwater management requirements. FMP shall not be required to participate in any regional stormwater management programs or pay any stormwater management fees or other charges.
- E. Community Education Plan and Source Controls. FMP will develop a community education plan and source controls which include the following elements:
1. Distribution of a copy of the Barton Creek Almanac to all property owners.
 2. Articles, newsletters, circulars or fliers distributed at least quarterly to residents designed to increase public awareness about water quality and things they can do which address water quality; including addressing Cadmium, Volatile Organic Compounds, Pesticides and Herbicides.
 3. Deed restrictions for single family residential development which, at FMP's option, either (i) limit yard sizes as proposed by the draft SOS rules of March 10, 1993, or (ii) requires compliance with an IPM plan to be developed by FMP and approved by ECSD which limits the application of pesticides and herbicides. In addition, lots greater than one acre in size in BCP subdivision Sections H and I shall be limited to 50% of gross area to remain in natural state (the "natural areas"). Private sewage facilities may encroach into the natural area only if there is insufficient land available to accommodate the facility in non-natural areas, and then only if

covered with native grasses. All common areas will be predominantly native landscaping.

4. Restrictive covenants filed with final plats of proposed commercial or multi-family development which require the developer to (i) prepare, submit, and implement an IPM plan approved by the Environmental and Conservation Services Department, and (ii) identify any proposed storage, sale, use or process involving cadmium or VOCs on the site and develop a source control plan for both pollutants and (iii) deed restrictions shall be prepared and recorded for development other than single family residential, excluding parking areas, which allow a maximum of 15% formal landscaping and procedures for pesticide and herbicide management.

- F. Water quality controls shall be permitted to encroach in the Barton Creek Greenbelt and Conservation Property adjacent to proposed development, provided that no controls will be allowed in the CWQZ or in violation of dedicated parkland laws and regulations.

Section 4.03 Water Quality Rules Changes. FMP agrees to cooperate with the City to examine and evaluate emerging water quality technology during the term of this Agreement. If, after December 31, 1999, it is determined by the City that such new technology is based on scientifically based studies generally acceptable to qualified water quality experts and is more efficient, cost effective, and necessary, FMP will modify its water quality plan accordingly. FMP will not be required to retrofit any water quality control (WQC) facilities already approved by the City or redesign any commercial or multifamily development water quality control (WQC) facilities for which a site plan has been submitted and has not expired or redesign any residential subdivision for which a final plat has been submitted and has not expired. Also, any final plats or site plans submitted after December 31, 1999 within the Barton Creek Community development will be subject to all water quality ordinances, rules, and regulations promulgated by the City, whether or not the plat is within a previously approved preliminary subdivision plan.

Section 4.04 Barton Springs Foundation. FMP agrees to assist in the creation of a non-profit entity, to be known as the Barton Springs Foundation, created for the purpose of land acquisition, public education, and environmental research and development. To promote the Barton Springs Foundation, FMP agrees to commit one dollar for each dollar contributed from other sources to the Barton Springs Foundation up to a maximum contribution by FMP of One Million Dollars (\$1,000,000), to be used for the creation and operation of the Barton Springs Foundation. The City shall have prepared and submitted, prior to November 8, 1993 to the Save Our Springs Coalition

and to FMP for approval, the articles of incorporation, bylaws, and other organizational documents for the Barton Springs Foundation.

Section 4.05 Support for City's Water Quality Ordinances. Except as set out by this Section, FMP shall not lobby for, solicit, or financially support any effort to restrict, invalidate, or preempt the S.O.S. Ordinance, either through the State Legislature, the judiciary, or any other legal or administrative process other than revisions to the City Code. This is a material inducement to the City to enter into this Agreement. Nothing in this Section shall be construed to limit FMP's ability to (i) support political candidates or participate in political elections; or (ii) support legislation or participate in any other legal or administrative process which may indirectly affect the S.O.S. Ordinance; or (iii) lobby for or against revisions to the S.O.S. Ordinance before the Austin City Council.

ARTICLE V

MASTER PLAN AND LAND USE

Section 5.01 Plan. The Barton Creek Community Plan (the "Plan") for Barton Creek Community is attached as Exhibit 1.01A. To permit recording of this Agreement in the Real Property Records of Travis County, Texas, the copy of the Plan had to be reduced to such an extent that many of its details are not legible. Accordingly, reference is made to that one certain original of the Plan (at scale of 1"=400') filed and maintained in the records of the City and which will be available at the City's offices for review by any person upon request, and which original Plan is incorporated into this Agreement by reference for all purposes. The Exhibit 1.01A is merely a guide; the Planned Unit Development Agreement and its implementing ordinance shall be the controlling document with respect to zoning, land use, density, and LUEs.

Section 5.02 Detailed Land Use. A detailed chart of the land uses permitted in each Section or subdivision will be submitted and reviewed as part of the Planned Unit Development as required by the Land Development Code. The Land Use Detail will set out at least the following: total acreage, Net Site Area, proposed and permitted land use, density; and site development standards for each Section or subdivision, as depicted on the Plan, and the other requirements of the Land Development Code.

Section 5.03 Confirmation of Existing Approvals. City acknowledges that FMP has received approval by the City for the following thirteen (13) preliminary plans: City File Numbers C8-92-53, C8-92-54, C8-92-55, C8-92-56, C8-92-57, C8-92-58, C8-92-59, C8-92-60, C8-92-61, C8-92-62, C8-92-63, C8-92-64, and C8-92-65 (collectively the "Preliminary Plans"). To the extent any of the Preliminary Plans are modified to comply with the terms of this Agreement, including the formation of the Planned Unit

Development, FMP shall not be required to (i) process a new application or (ii) pay additional fees attributable to such revisions.

ARTICLE VI

RESTRICTIONS ON AMENDING PLANNED UNIT DEVELOPMENT

The Plan will serve as the conceptual land use plan for the creation of the out-of-city Planned Unit Development for the Barton Creek Community. It is contemplated that, during the buildout of the Barton Creek Community, adjustments to specific land use designations may need to be made to the Planned Unit Development. However, such amendments to the Planned Unit Development may not be made so as to conflict with, defeat or diminish the provisions contained in this Agreement or the Planned Unit Development Agreement. All amendments to the Planned Unit Development Agreement shall conform to the standards and procedures described in the Land Development Code for Planned Unit Developments and the notice provisions only of Section 12.04 of this Agreement.

ARTICLE VII

ANNEXATION AND INCORPORATION

Section 7.01 Compatibility with This Agreement Upon Annexation.

A. To the extent allowed by law, upon annexation of all or any part of the Barton Creek Community, the City agrees that it will not impose zoning, land use, or development standards upon the Barton Creek Community Planned Unit Development that are in conflict with or limit the express provisions of this Agreement or the PUD Agreement.

B. To the extent allowed by law, prior to annexation of all or any part of Barton Creek Community, the City agrees not to initiate any zoning, land use, or other restriction upon the property contained within Barton Creek Community and situated within the City limits that would be in conflict with or limit the express provisions of this Agreement or the PUD Agreement.

Section 7.02 No Municipal Incorporation. FMP agrees that, for a period commencing on July 8, 1993 and continuing until the termination of this Agreement,

FMP shall not seek to incorporate a municipality covering any portion of the Barton Creek Community.

Section 7.03 No Annexation into WCID 19. So long as this Agreement has not been terminated or is in default, FMP agrees that, for a period commencing on July 8, 1993, and continuing until November 8, 1993, FMP shall not seek annexation into WCID 19 for any property that is currently outside such district, and shall take all steps necessary to oppose any such annexation into WCID 19.

ARTICLE VIII

UTILITIES

Section 8.01 City Utility Service. The City agrees to make available to the Barton Creek Community without transfer fee charges, but otherwise in accordance with the City's policies and Ordinances, sufficient capacity in the City's water and wastewater system to serve the entire Plan upon full development in accordance with the Water and Wastewater Plans attached hereto as Exhibit 8.01A and Exhibit 8.01B. In addition, FMP may, at their discretion, purchase reservation of wastewater capacity, according to the conditions which will be set out in the written agreement for extension of water and wastewater service to the Barton Creek Community. Such capacity purchased by FMP may be held in reserve by FMP and used for later stages of the project. Only the amount of capacity so purchased will be reserved in existing facilities. FMP may fund a wastewater capacity monitoring installation in the Williamson Creek Interceptor at a cost of \$25,000 for purposes of allowing the City to notify FMP when the remaining capacity within the Interceptor is 10,000 LUEs. In the interim, FMP's water and wastewater plant will be utilized. FMP shall design its future internal water and wastewater collection system to the City's then current design criteria and construction standards. FMP will incorporate into its internal wastewater collection system the safest and best available leak proof technology to the extent consistent with standard City practices for the Barton Springs Watersheds provided that the City grants any necessary variances to accommodate such technology. FMP will design its wastewater system to minimize the number of lift stations. All lift stations shall include leak proof technology with telemetry. The City acknowledges that variances may be necessary in some instances for FMP to minimize the number of lift stations required for the Barton Creek Community. The City agrees to provide utility services in accordance with rates and other policies applicable to similarly situated properties and City utility customers and FMP agrees to pay such rates.

Section 8.02 Lost Creek MUD Wastewater Connection. FMP agrees to assist the City, without cost to FMP, in the City's efforts to provide the Lost Creek MUD

wastewater system a connection to the City's wastewater infrastructure in an effort to eliminate treated Effluent irrigation both within the Barton Creek Community and the Lost Creek MUD. The City agrees to limit the capacity of the line to the capacity needed to serve Lost Creek and Barton Creek Property and that portion of Lantana served by such line. The cost of the wastewater trunk line system (the Patton Lane Extension to the Williamson Creek Interceptor) as referred to in Exhibit 8.02, shall be apportioned as set out in Exhibit "8.02." Should the City construct the line, FMP shall reimburse the City its share of the cost in six (6) annual payments beginning on the date the contractor certifies completion of construction and the City accepts the line. The City agrees to reimburse FMP for Lost Creek MUD's pro rata share should FMP need to construct the trunk system before the City and Lost Creek MUD decide to construct the line.

The City will initiate negotiations immediately with Lost Creek MUD to extend City wastewater service to the Lost Creek MUD and de-commission its package plant as soon as possible.

Notwithstanding the foregoing provisions, no later than December 31, 1999, the City shall construct and make available wastewater trunk line facilities sufficient to provide service to the Lost Creek MUD and the ultimate build-out of Barton Creek Property and that portion of Lantana served by such line. If the City does not substantially complete such construction by December 31, 1999, 1) FMP may continue using its existing wastewater treatment facilities, but shall promptly undertake construction of the Patton Lane Extension to the Williamson Creek Interceptor; and 2) the City shall be required to reimburse FMP for fifty percent (50%) of all costs associated with the wastewater trunk line, rather than the percentage specified in Exhibit 8.02.; 3) and the City shall reimburse FMP in three equal payments, the first of which shall be due upon completion and acceptance of the wastewater trunk line and the second and third of which shall be due at one year intervals. Within one year after completion of construction of the wastewater trunk line, FMP shall promptly proceed with the approval and construction of its lateral line and tie into the City's wastewater trunk line.

Section 8.03 Creation of In-City Service MUDS. FMP and the City contemplate the creation and city annexation of multiple in-city service municipal utility districts to provide utility service to the Barton Creek Property. The City and FMP agree that the creation and annexation of municipal utility districts within the Barton Creek Community will occur in the manner set forth in the Municipal Utility District Consent Agreement prepared and approved by both parties before November 8, 1993.

Section 8.04 Electric Service. Austin agrees to provide electric service to the Barton Creek Community in accordance with its service, rate and extension policies applicable to similarly situated properties within Austin's service area.

ARTICLE IX

INTERNAL ROADWAYS

All Roadways, whether public or private, located within the Barton Creek Community (the "Internal Roadways") will be designed and constructed by FMP in accordance with City requirements. It is acknowledged that the Plan does not reflect all of the Internal Roadways which will be constructed within the Barton Creek Community. Further, the locations of the Internal Roadways which are shown on the Plan may be subject to minor change, provided that such changes are consistent with City requirements.

ARTICLE X

OPEN SPACE AND PUBLIC FACILITIES

FMP will provide open space as generally reflected on the Plan (Exhibit 1.01A) and on the Park and Open Spaces Master Plan (Exhibit 10.01). The exact locations and configuration of such open spaces are subject to change by FMP, with the City's consent, which shall not be unreasonably withheld. FMP will dedicate, at no cost to the City, two (2) sites to be used for Fire/EMS/Police facilities. FMP will reserve a school site for use by AISD. All sites shall be identified in the Land Use Plan of the Planned Unit Development.

ARTICLE XI

SPECIAL DESIGN STANDARDS AND APPLICABLE ORDINANCES

In recognition of the size and unique nature of the Barton Creek Community and to encourage a buildout design that is sensitive to the environment, the following City Code waivers shall be applicable to the Barton Creek Community throughout the term of this Agreement (all references to section numbers are references to sections out of the Land Development Code); provided that any waivers granted shall be consistent with the limitations set forth in Article IV above.

Section 11.01. Transfer of Development Intensity. For purposes of the Barton Creek Community, intensity from any tract within the Barton Creek Community may be transferred to any other tract within the Barton Creek Community, regardless of the location or ownership of the transferring and receiving tracts, and without requiring concurrent platting of the transferring and receiving tracts, provided the transfers are not inconsistent with Article IV of this Agreement.

Section 11.02. Sidewalks. Under the City Code alternate design criteria streets with curb and gutter are required to have sidewalks on one side of the street. Within the Barton Creek Community, subdivisions that have private streets and provide alternate means of pedestrian trails or paths, regardless of curb treatment, shall not be required to have sidewalks. Sidewalks constructed on private streets may be constructed with widths, locations, and materials other than those required by the City Code.

Section 11.03. Controlling Ordinances, Manuals, Technical Codes and Rules:

- A. Except as otherwise expressly provided in this Agreement, during the thirty (30) year duration of this Agreement the following land development activities will be governed by the provisions of the Land Development Code, manuals, technical codes (except as provided for in Section D of this Section 11.03) and adopted rules as they existed on April 7, 1992; which shall be specifically referenced in the PUD ("Planned Unit Development") Agreement:
- (1) Processing and approval of subdivisions and computation of Impervious Cover;
 - (2) Processing and approval of site plans;
 - (3) Site development standards;
 - (4) Utilities and on site disposal;
 - (5) Special districts;
 - (6) Transportation;
 - (7) Drainage and stormwater;
 - (8) Specific ordinances regulating landscaping, trees, and endangered species survey.
- B. During the thirty year duration of this Agreement, subject to § 7.01 and the potential amendment to the Out-of-City Planned Unit Development statute, the City agrees not to rezone any portion of the Barton Creek Community Planned Unit Development contrary to the wishes of the property owner.
- C. Water quality ordinances, manuals and rules shall be "locked in" for the period set out in § 4.03 of this Agreement, and thereafter changes in such ordinances, manuals and rules may be enforced consistent with the terms of § 4.03.
- D. Technical codes, including those set out in Chapter 13-8 of the 1992 City Code, shall not be "locked in" as they existed on April 7, 1992. City ordinances regulating signs and commercial advertising structures are not "locked in" and may be enforced as amended from time to time.
- E. Land Development Procedures as set out in Chapter 13-1 of the Land Development Code shall not be "locked in," provided that (i) FMP shall

not be subject to any change in Chapter 13-1 occurring subsequent to April 7, 1992 which limits or is otherwise inconsistent with FMP's development rights and entitlements under this Agreement and (ii) FMP and its successors may seek amendments to the PUD pursuant to Chapter 13-1 as it existed on April 7, 1992 and in accordance with Article VI of this Agreement.

- F. City ordinances not related to a land development approval but regulating conduct subject to the City's police power shall not be "locked in" as of April 7, 1992 and may be enforced as enacted or amended.
- G. Measures which the City must enact or enforce pursuant to state or federal mandates are subject to revision to the extent necessary to comply with state or federal law.
- H. To the extent the requirements of Section 13-1-492(e) of the Land Development Code would conflict with the provisions of this Agreement, no final plat shall be required to comply with Section 13-1-492(e) of the Land Development Code.
- I. Subject to the approval of the PUD Agreement, it is the intention of the parties that no height restrictions or floor-to-area ratios shall be imposed on development on Lantana or commercial development on Barton Creek Property which would conflict with the provisions of this Agreement, including, without limitation, restricting FMP's ability to maximize Impervious Cover allocations in Section 4.01.
- J. In any PUD Agreement approved pursuant to this Agreement, a height limitation of eighty (80) feet shall be imposed on Barton Creek Property.

Section 11.04. Research and Development (R & D) Sites. All R & D sites and development will at a minimum comply with PDA performance standards as described in the Land Development Code.

ARTICLE XII

COVENANT RUNNING WITH THE LAND, TERM, AMENDMENT AND ASSIGNMENT

Section 12.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement are for the purpose of protecting the value and desirability of the Barton Creek Community, and enhancing and protecting the Barton Creek Watershed and Barton Springs, and shall constitute covenants running with the lands comprising the Barton Creek Community and shall be binding on all future developers and owners of property in the Barton Creek Community. A memorandum of this Agreement, in the form attached hereto as Exhibit

12.01, shall be recorded in the Real Property records of Travis County, Texas. Except for the provisions of Section 4.02E(3), nothing in this Agreement is intended to impose obligations on individual owners of platted single family or duplex residential lots.

Section 12.02 Term. This Agreement shall commence and bind the parties on the Effective Date and continue until a date which is exactly thirty (30) years from its effective date, unless sooner terminated by express written agreement executed by both parties, and except as specifically limited as to FMI under Section 12.06.

Section 12.03 Creation and Annexation of Out-of-City Planned Unit Development. The parties shall exert their best efforts to create an out-of-city Planned Unit Development for the Barton Creek Community in form acceptable to both parties and consistent with the terms and provisions of this Agreement before November 8, 1993. Immediately following the approval of this Agreement, FMP will apply to the City for an out-of-city Planned Unit Development. In its application to form the out-of-city Planned Unit Development, FMP hereby commits to apply for annexation of the Planned Unit Development to the City of Austin upon its creation. In the event an out-of-city Planned Unit Development is not created and approved by the City before November 8, 1993, despite the best efforts of the parties, this Agreement will be null and void, and the parties shall, to the extent feasible, take such actions and rescind such documents, as may be necessary to restore the status quo ante as of July 8, 1993, and to return the parties to their original positions, including the actions required in Section 12.04. Upon approval of a Planned Unit Development under this section 12.03, FMP shall deliver to the City the unconditional releases described in section 3.02 (the "Releases") not later than January 17, 1994. If the Releases are not timely delivered, the approval of the PUD may be immediately rescinded and the parties shall execute all documents necessary to put each party back in the position they were in prior to this Agreement. The Barton Creek Greenbelt and Conservation areas shall revert to FMP.

It is understood by the parties that FMP will seek state legislation to amend applicable state law for the sole purpose of permitting an Out-of-City Planned Unit Development to be annexed to a home rule municipality and remain enforceable in accordance with its terms. The City agrees to support FMP's efforts to have such specific legislation enacted and to maintain such proposed legislation on its legislative agenda under the support category so long as the proposed legislation is limited as set forth above. FMP and the City agree that the enactment of state law is outside the parties' control. If the contemplated statutory amendment is not enacted, the validity of this Agreement shall not be affected.

Section 12.04 Amendment to Agreement. Any amendment or termination of this Agreement (other than as provided in Section 12.02) shall be made only upon public notice to each environmental organization registered with the City, and after public

hearing before the City Council. Administrative revisions to the land use plan may be accomplished in accordance with the City's Land Development Code.

Section 12.05 Termination. In the event this Agreement is terminated by mutual agreement of the parties, or by operation of Section 12.02, or pursuant to Section 3.02, the parties shall promptly execute and file of record in the Travis County Real Property Records, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

Section 12.06 Assignment and Corporate Obligation of FMI. FMP, at its option, shall have the right to assign its rights under this Agreement, provided that (a) until December 31, 1999 FMP shall remain responsible for the performance of all obligations hereunder, to the extent not performed by the assignee, and (b) FMP shall in any event remain responsible for breaches of this Agreement that occur and causes of action that have accrued under this Agreement prior to January 1, 2000 subject to the applicable statute of limitations. Each time any assignment occurs, FMP shall notify the City and shall specify the name of the assignee and the terms and nature of the assignment. FMI, as general partner of FMP, shall remain obligated in its capacity as a general partner of FMP for performance of this Agreement by FMP so long as FMI is a general partner of FMP. In the event that FMI ceases to be a general partner of FMP before December 31, 1999, FMI agrees and covenants that it will execute this Agreement in its separate corporate capacity and remain obligated for performance of this Agreement for the balance of the period through December 31, 1999, and thereafter it shall remain responsible for any breaches that have occurred and causes of action that have accrued under this Agreement prior to January 1, 2000 subject to the applicable statute of limitations. FMI shall notify the City within thirty (30) days after ceasing to be a General Partner of FMP but shall by operation of law be a full party to this Agreement on the date of its change in status as a General Partner of FMP.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01 Effective Date. The Effective Date of this Agreement shall be January 17, 1994.

Section 13.02 Entire Agreement. Except as unambiguously and expressly set forth herein, this Agreement is not intended to waive or limit the applicability of laws, regulations and ordinances applicable to the Barton Creek Community, nor does it waive the jurisdiction or sovereignty of any governmental body with respect to such property.

As of this date there are no agreements or representations, oral or written, between the parties in conflict with this Agreement.

Section 13.03 Notice. It is contemplated that the parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

FMI:

**FMI
1615 Poydras
New Orleans, Louisiana 70112
Attention: Ernest E. Howard III**

FMP:

**FM Properties Operating Co.
8212 Barton Club Drive
Austin, Texas 78735
Attention: Barrett B. Allison**

With copy to:

**David B. Armbrust
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701**

With copy to:

**Ernest E. Howard III
FM Properties Operating Co.
1615 Poydras
New Orleans, Louisiana 70112**

Austin:

City Manager
P.O. Box 1088
Austin, Texas 78767

With copy to:

City Attorney
P.O. Box 1088
Austin, Texas 78767

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 13.04 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 13.05 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 13.06 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions hereof.

Section 13.07 Applicable Law and Venue. THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). Venue shall be in Travis County, Texas.

Section 13.08 Reservation of Rights. To the extent not inconsistent this Agreement, each party reserves all rights, privileges and immunities under applicable laws.

Section 13.09 Further Documents. Both parties agree that at any time after execution of this Agreement, whether before or after the effective date of the PUD, they will, upon request of the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 13.10 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 13.11 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, if state or federal statutes or regulations require that additional water quality measures be imposed on the Barton Creek Property or Lantana, or if a condition of receiving federal or state grants requires any or all of the provisions herein to comply with such statutes or regulations, then FMP, its successors or assigns, shall comply with such statutes or regulations as well as any City ordinances or rules implementing such statutes or regulations, and such ordinances or rules shall not be deemed a breach or default under this Agreement.

ARTICLE XIV

DEFAULT AND REMEDIES FOR DEFAULT

Section 14.01 Default. Upon the occurrence, or alleged occurrence, of an event of default, the non-defaulting party shall be required to give the defaulting party notice of its default or alleged default (the "Default Notice"). Except as otherwise specifically provided in this Agreement, in the event the Defaulting Party (i) fails to cure its default within thirty (30) days following the Default Notice or, if such default cannot feasibly be cured within such period, (ii) fails to commence such cure within ten (10) days following the Default Notice and diligently pursue such cure to completion within fifty (50) days thereafter, the non-defaulting party shall have all rights and remedies available in law and equity, and all such rights and remedies shall be cumulative.

Section 14.02 Future Mediation. Prior to bringing any proceeding in a court of law or before a state agency asserting a default or breach of this Agreement, the City and FMP shall be obligated to provide a Default Notice as set forth in 14.1 and to seek to resolve the issue through non-binding mediation. The S.O.S. Legal Defense Fund, its designee or its legal successor shall be given notice of the mediation and shall have the right to participate in the mediation process. The parties shall participate in good faith, but in no event shall be obligated to pursue mediation that does not resolve the issue within 7 days after the mediation is initiated or 14 days after mediation is requested. The parties participating in the mediation shall equally share the costs of the mediation.

COUNSEL FOR CITY:

APPROVED AS TO FORM BY:

By: [Signature]
Diana Granger, City Attorney

COUNSEL FOR EMP:

APPROVED AS TO FORM BY:

STRASBURGER & PRICE, L.L.P.
By: [Signature]
David B. Armbrust
Kenneth N. Jones

Executed in multiple counterparts, each of which shall constitute an original, this 9th day of July, 1993.

AUSTIN:

CITY OF AUSTIN, TEXAS,
a municipality located in Travis,
Williamson, and Hays Counties, Texas

By: [Signature]
Camille Cates Barnett, Ph.D.,
City Manager

EMP:

FM PROPERTIES OPERATING CO., a
Delaware general partnership

BY: FREEPORT-MCMORAN INC., a
Delaware corporation, its
Managing General Partner

By: [Signature]
Printed Name: ERNEST E. HOWARD III
Title: Attorney-in-Fact

FREEPORT-MCMORAN INC., a Delaware corporation, for the limited purposes of
Section 12.06 of this Agreement.

By: [Signature]
Printed Name: ERNEST E. HOWARD III
Title: Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 9th day of July, 1993 by ~~Carmile Gates Barnett, Ph.D., City Manager~~ of the City of Austin, Texas, a municipality located in Travis, Williamson, and Hays Counties, Texas, on behalf of said municipality.

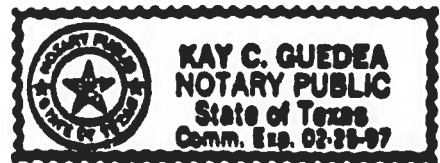
Oscar S. Rodriguez, Administrator for Development Services

Kay C. Guedea

Notary Public, State of Texas

Printed Name: Kay C. Guedea

Commission Expires: 02/25/97



THE STATE OF TEXAS §

COUNTY OF TRAVIS §

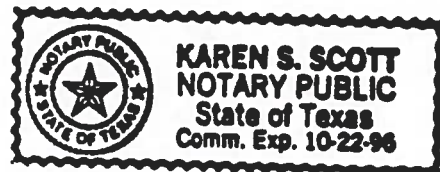
This instrument was acknowledged before me this 9th day of July, 1993 by Ernest E. Howard III, Attorney-in-Fact of Freeport-McMoRan Inc., a Delaware corporation, as General Partner of FM Properties Operating Co., a Delaware general partnership, and on behalf of Freeport-McMoRan Inc., in its own capacity.

Karen S. Scott

Notary Public, State of TEXAS

Printed Name: _____

Commission Expires: _____



EXHIBITS 1.01A, 1.01B, 2.02B, 10.01

at the expiration of said twenty (20) years, the dissolution of the District, and the corresponding revocation of authority to issue bonds to finance those facilities, shall be postponed until the construction is completed and the purchase of these facilities is accomplished.

ARTICLE VIII. LAND AND EASEMENT COSTS

Land, easements, and rights-of-way needed for District purposes within the District shall be dedicated to the District by FM properties, its successors or assigns. The District may acquire land from FM Properties in accordance with the rules of the Texas Water Commission and the provisions of the Water District Ordinance. Land, easements, and rights-of-way outside the District needed by the District shall be acquired by the District in accordance with the usual and customary public purchasing standards and procedures applicable to the District.

ARTICLE IX. LAND USE AND DEVELOPMENT

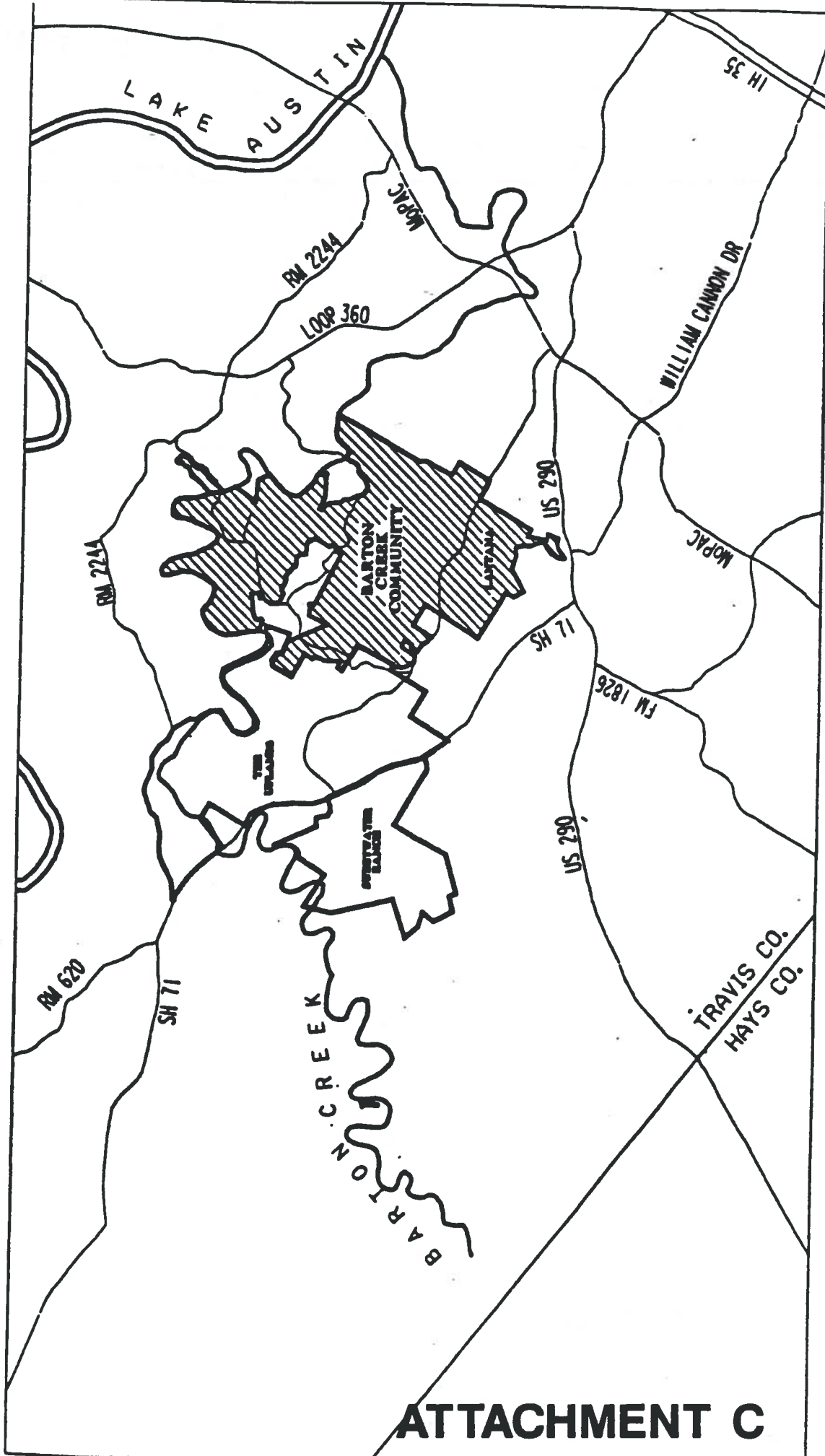
Land use and development of the property located within the District shall be pursuant to that certain "Agreement" entered into by and between the City and FM Properties.

ARTICLE X. ASSIGNMENT OF AGREEMENT

FM Properties, its successors and assigns may, from time to time, transfer, convey or assign all or any part of its rights and obligations under this Agreement with respect to all or any part of the land within the District owned by it. Upon approval by the City of the assignee or assignees, which approval shall not be unreasonably withheld provided that the assignee or assignees assume the liabilities, responsibilities and obligations of the assignor under this Agreement, the party assigning its rights and obligations under this Agreement shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such assignment or assignments, or to the extent otherwise approved by the City. Neither the District nor the City shall assign this Agreement without written consent of each of the other parties hereto. FM Properties is specifically authorized to assign this Agreement to the District upon its creation.

ARTICLE XI. TERM OF AGREEMENT

This Agreement shall be effective from the date of execution hereof by the City and FM Properties, and shall continue in effect for a period of forty (40) years from the date of the execution



BARTON CREEK COMMUNITY **DEVELOPMENT BOUNDARIES**

N

Development Boundaries



MAPPING BY RICHARDSON VERDON



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 8, 1993

SUBJECT: Donation/Grant for O. Henry Museum

The Friends of the O. Henry Museum informed me in a letter of August 19 that they wish to donate \$2,064.50 to fund the fall session of the Opportunities for Youth O. Henry Writing Club. The donation is in keeping with their mission statement of fostering literacy in the community, and "to assist in building upon O. Henry's literacy legacy to enhance creative talents in Austin's youth".

The O. Henry Writing Workshops are an outreach literary arts program. Students improve writing skills and reading comprehension utilizing O. Henry's short stories, and learn cartoon drawing as illustrated in his "Rolling Stone" newspaper. Workshops tackle literary problems and students produce and exhibit works. The \$2,064.50 donated by the Friends of the O. Henry Museum will fund six weeks of writing instruction for 45 children.

I recommend acceptance of the donation.



Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:kvw



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department


DATE: September 8, 1993

SUBJECT: Proposed Ordinance Change - Exemption Process For Driving Motor Vehicles on Parkland

Chapter 16-1-15 of the City Code requires citizens who want a temporary exemption to the Ordinance prohibiting driving motor vehicles on parkland to obtain approval from the Director of Parks and Recreation and the City Manager. The intent of this proposed amendment is to be more customer-service oriented by permitting my office to approve the requests.

Such exemptions are usually requested for service vehicles at special events, and for loading and unloading supplies for private reservations at picnic areas. Approval will not negatively affect the careful consideration given to any requests to ensure integrity of parkland is maintained.

Your approval is recommended.


Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:kvw

PARKS AND RECREATION BOARD

CITATION

NEIL ISCOE

The Parks and Recreation Board wishes to recognize the achievements of its member Neil Iscoe during his time of service on the Board.

Neil Iscoe served from (insert dates) and provided thoughtful advice and direction regarding the provision of parks and recreation opportunities for Austinites and visitors.

The Board wishes to recognize Mr. Iscoe for his chairmanship of the Land and Facilities Committee and of the Concession Committee, for his advocacy of improved trails for bicycles, for his work on the design of the South First Street Bridge, and for his work to increase the Parks and Recreation Department's operating and Capital Improvement Program budgets.

Adopted September 14, 1993.

Rev. Sterling Lands II
Chair
Austin Parks and Recreation Board

PARKS AND RECREATION BOARD
CITATION
JAMES CRUMP

The Parks and Recreation Board wishes to recognize the achievements of its member James Crump during his time of service on the Board.

James Crump served from (insert dates) and provided thoughtful advice and direction regarding the provision of parks and recreation opportunities for Austinites and visitors.

The Board wishes to recognize Mr. Crump for his understanding of navigation issues and advocacy of Park Police, for his contributions to the efforts to extend the Bull Creek and Barton Creek greenbelts, for his efforts to increase the Parks and Recreation Department's operating and capital improvement program budgets.

Adopted September 14, 1993.

Rev. Sterling Lands II
Chair
Austin Parks and Recreation Board

PARKS AND RECREATION BOARD
CITATION
MARGARET REED-LADE

The Parks and Recreation Board wishes to recognize the achievements of its member Margaret Reed-Lade during her time of service on the Board.

Margaret Reed-Lade served from (insert dates) and provided thoughtful advice and direction regarding the provision of parks and recreation opportunities for Austinites and visitors.

The Board wishes to recognize Ms. Reed-Lade for her particular work with regard to easements and concern for the development of a plan for the City of Austin cemeteries.

Adopted September 14, 1993.

Reverend Sterling Lands II,
Chair
Austin Parks and Recreation Board

PARKS AND RECREATION BOARD
CITATION
BEVERLY GRIFFITH

The Parks and Recreation Board wishes to recognize the achievements of its member Beverly Griffith during her time of service on the Board.

Beverly Griffith served from (insert dates) and provided thoughtful advice and direction regarding the provision of parks and recreation opportunities for Austinites and visitors.

The Board wishes to recognize Ms. Griffiths for her service as Chair of the the Board, for her outstanding support of the Barton Creek Wilderness Park, and for her work to achieve increases in the Parks and Recreation Department's Operating Budget and Capital Improvement Program projects. She was also responsible for the creation of the Austin Park Foundation, which has provided scholarships for disadvantaged youth to become lifeguards.

Adopted September 14, 1993

Rev. Sterling Lands II
Chair
Austin Parks and Recreation Board

PARKS AND RECREATION BOARD
CITATION
ELIZA MAY

The Parks and Recreation Board wishes to recognize the achievements of its member Eliza May during her time of service on the Board.

Eliza May served from (insert dates) and provided thoughtful advice and direction regarding the provision of parks and recreation opportunities for Austinites and visitors.

The Board wishes to recognize Ms. May for her service as Vice-Chair, for her work in encouraging coalitions to pass the 1992 Capital Improvement Program Bond Election, and for advocacy of programs focused on Opportunities for Youth.

Adopted September 14, 1993.

Rev. Sterling Lands II
Chair
Austin Parks and Recreation Board



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Martha Peters, Coordinator
Art in Public Places

DATE: September 8, 1993

SUBJECT: Preservation of Metz Recreation Center Mural

Fidencio Duran, the artist who restored the mural at Metz Recreation Center, applied a clear coat of acrylic over the mural to protect it; however, it is not graffiti-proof. He suggested a product called "Graffiti Melt" by Genesis Coatings, Inc., which is available locally at Kelly Moore Paint Company (9525 Burnet Road) in one gallon and five gallon quantities. It must be applied with an airless spray pump from a distance of 12 inches. A light coating is sufficient. (Note: A small area of the mural should be tested before attempting to cover the entire mural).

The same company also makes a product called "Graffiti Ease Away Remover." It may be applied to a vandalized area with a cloth, allowed to penetrate 1-3 minutes and then rinsed with water. This solution may be used to remove marks on murals coated with "Graffiti Melt." (The remover is available from the same retailer in one quart and one gallon sizes).

Art in Public Places has a bottle of each product in stock.



M E M O R A N D U M

TO: Parks and Recreation Board
Navigation Committee

FROM: Michael J. Heitz, AIA, Director
Parks and Recreation Department

DATE: September 7, 1993


SUBJECT: Use of Lake Walter Long as a Swimming Facility

It has been brought to my attention that Lake Walter Long is being considered to be opened as a City of Austin swimming facility. I do not recommend that this lake be open to swimming for the following reasons.

1. Lake Walter Long has several existing safety hazards. The water clarity is extremely poor. The clarity of the water is less than that of Emma Long Park.
2. Underwater vegetation creates an extreme safety hazard due to poor visibility and possible entanglement of swimmers. It would require constant maintenance of its continual growth.
3. The bottom contour is unknown at this time. It is possible that there are sudden drop-offs and hidden hazards.
4. The perimeter of boat traffic and shoreline access creates congestion and hazards to both boaters and swimmers. In addition, extensive water interaction of skiing, and jet skis creates a safety concern.
5. Swimming would take place beyond the perimeter causing hazards.
6. Lifeguards may be subject to swimmer rescues outside the designated area, jeopardizing supervision in the perimeter.
7. Swimmers "under the influence" create additional concerns.

Given the concerns identified, it is not recommended to utilize Lake Walter Long as a swimming facility.

If I can provide you with additional information, please let me know.


Michael J. Heitz, AIA, Director
Parks and Recreation Department

MJH:kj